

WETLANDS ENFORCEMENT FIELD INSPECTION REPORT FORM

[This form is to be completed in the field then placed into the case file. After that, no changes shall be made to these notes unless clearly noted and dated on the form. A supplemental information form should be used for additional information obtained after the field inspection]

Pre-Inspection Planning Checklist: (make sure you have considered these things):

____ Expected weather/appropriate clothing ____ Vehicle checked, including fuel level
____ Check In/Out plan ____ Camera, GPS, shovel
____ Hard hat, sunglasses, gloves ____ Water, First Aid Kit

Date of Inspection 6 / 24 / 2015
Case/File# _____

EPA Inspector(s) Paul Gutierrez
Statute: CWA 404 Other: _____

Others Present (List)

Name	Representing
<u>Farabee, H. (Owner)</u>	<u>USACE</u>
<u>Observer</u>	
<u>Harrison</u>	<u>ATF</u>
<u>Elliott</u>	<u>DWR</u>
<u>McDonald</u>	<u>Agent</u>

1. TYPE OF ENFORCEMENT INSPECTION

(check one in each column if Compliance Monitoring Action involved)

Initial Site Visit ☒
Follow-up Site Visit _____
ATF Permit Compliance _____
Enforcement Compliance _____
Other _____

Compliance Monitoring Reason:
Citizen complaint _____
Core program _____

2. SITE LOCATION / FACILITY:

Case Name: (discharger/Company/site): GDE Investments, LLC

Address/City/County/State Paradise Ln

Beaver State CA Zip 91463

Lat.: 30.815771 Long.: -92.583810
(measured in field _____ estimated in office ☒)

Other Location info _____

3. REPORTING (circle one for each item)

Was a potential violation observed? ☒ Y ☐ N
Did you inform the facility of this violation during the inspection? ☒ Y ☐ N
Did the facility take any actions towards restoring the violation while you were there? ☐ Y ☒ N
Did you discuss general wetlands regulations with a representative of the project? ☒ Y ☐ N
Did you discuss project/site specific wetlands regulations with a representative of the project? ☒ Y ☐ N

4. DESCRIPTION OF WORK (Describe violation here, also attach sketch on page 3)

grinding of pine to remove pine component from restored/
replanted areas; chips are gathering into piles & constitute fill

Work in Progress? Yes Date work started? _____

Approximate Amount of Fill _____

5. PHOTOS:

How many photos were taken? 0

Approximate location and perspective of each photo should be noted in field sketch (page 3)

6. BRIEF DESCRIPTION OF WETLANDS

Description of Wetlands Impacted, including dominant plant species

replanted BLH → Quercus, Fraxinus, Diospyros, Acer, Pinus taeda

Soils Information: _____

Hydrology: _____

Description of Impacts to wetland functions (current/planned)

deposition of fill/wood chips → might be degrading one year
after deposition

7. PARTY DOING WORK: GDE Investments, CA, LLC

Address : 1150 Smede Hwy

Phone: Broussard, LA 70518

Information Provided: _____

Other responsible parties: _____

Address : _____

Phone: _____

Information Provided: _____

Photo Log: (Note point of photo in field sketch)

Subject/Direction	File Name/number (can be added at office)
1: _____	_____
2: _____	_____
3: _____	_____
4: _____	_____
5: _____	_____
6: _____	_____

Field Notes and sketches prepared by Paul G. (sign)

WETLANDS ENFORCEMENT FIELD INSPECTION REPORT FORM

[This form is to be completed in the field then placed into the case file. After that, no changes shall be made to these notes unless clearly noted and dated on the form. A supplemental information form should be used for additional information obtained after the field inspection]

Pre-Inspection Planning Checklist: (make sure you have considered these things):

____ Expected weather/appropriate clothing ____ Vehicle checked, including fuel level
____ Check In/Out plan ____ Camera, GPS, shovel
____ Hard hat, sunglasses, gloves ____ Water, First Aid Kit

Date of Inspection 6/24/2015
Case/File# _____

EPA Inspector(s) Paul City
Statute: CWA 404 Other: _____

Others Present (List)

Name	Representing
<u>Jacqueline Fairbairn</u>	<u>USACE</u>
<u>Rob Hoffman</u>	<u></u>
<u>Brian Daniels</u>	<u></u>
<u>George Elliott</u>	<u>Owner/Spurson</u>
<u>Andrew Herken</u>	<u>Attorney</u>
<u>Jack McDermis</u>	<u>New Agent</u>

1. TYPE OF ENFORCEMENT INSPECTION

(check one in each column if Compliance Monitoring Action involved)

Initial Site Visit ☒
Follow-up Site Visit _____
ATF Permit Compliance _____
Enforcement Compliance _____
Other _____

Compliance Monitoring Reason:
Citizen complaint _____
Core program _____

2. SITE LOCATION / FACILITY:

Case Name: (discharger/Company/site) : GDE Investments, LLC

Address/City/County/State Paradise Ln

Beaver, Evangeline Pl State LA Zip 71463

Lat.: 30.806599 Long.: -92.570160
(measured in field _____ estimated in office ☒)

Other Location info _____

3. REPORTING (circle one for each item)

Was a potential violation observed? Y ☒ N
Did you inform the facility of this violation during the inspection? Y ☒ N
Did the facility take any actions towards restoring the violation while you were there? Y ☒ N
Did you discuss general wetlands regulations with a representative of the project? Y ☒ N
Did you discuss project/site specific wetlands regulations with a representative of the project? Y ☒ N

4. DESCRIPTION OF WORK (Describe violation here, also attach sketch on page 3)

Pond built in uplands (Corps took soil samples
I found non-hydric soils around pond)

Work in Progress? No Date work started? _____

Approximate Amount of Fill _____

5. PHOTOS:

How many photos were taken? 0

Approximate location and perspective of each photo should be noted in field sketch (page 3)

6. BRIEF DESCRIPTION OF WETLANDS

Description of Wetlands Impacted, including dominant plant species

none → now maintained grassy areas

Soils Information: not hydric is samples taken around pond

Hydrology: _____

Description of Impacts to wetland functions (current/planned)

7. PARTY DOING WORK: GDE Investments LA, LLC

Address : 1150 Smede Hwy

Phone: Broussard, LA 70518

Information Provided: _____

Other responsible parties: _____

Address : _____

Phone: _____

Information Provided: _____

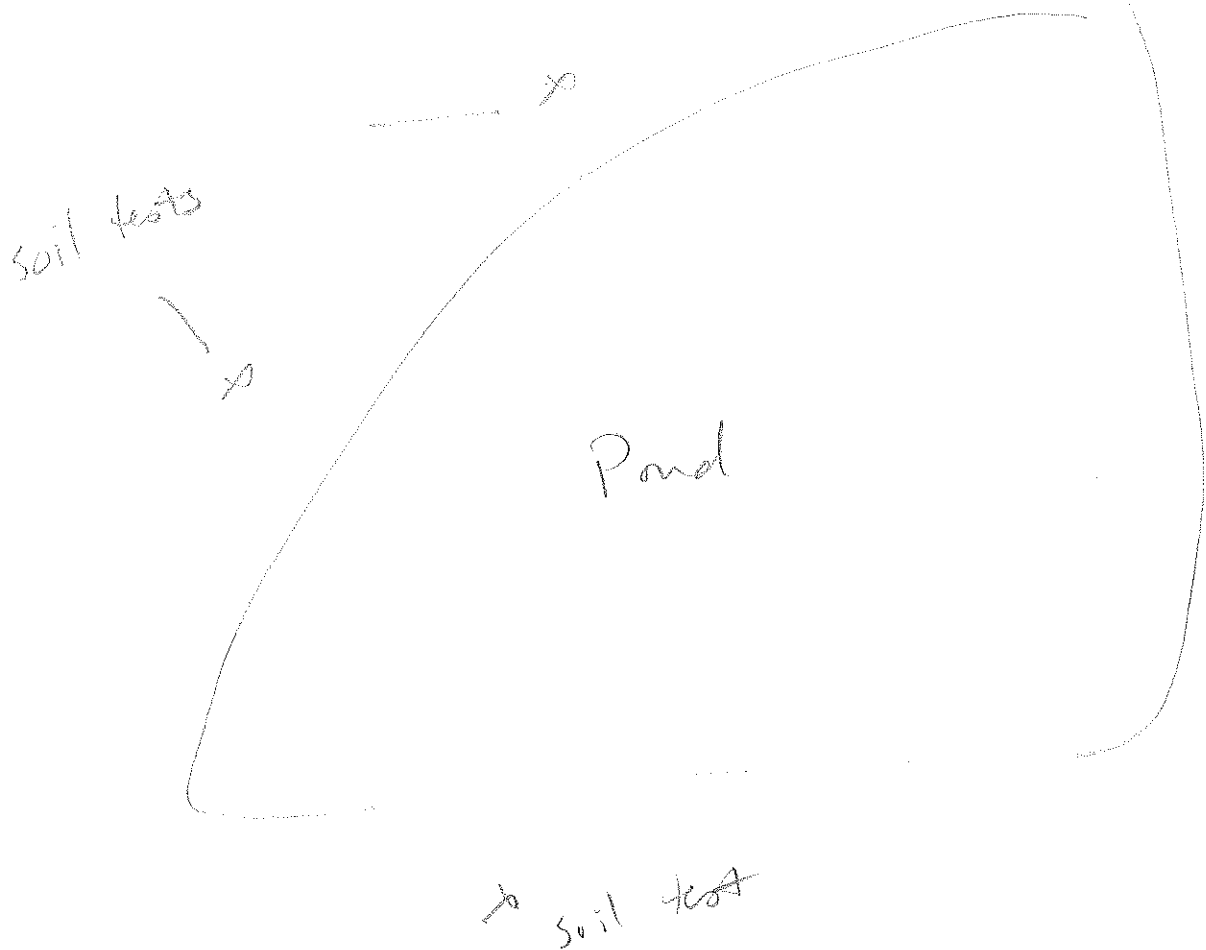
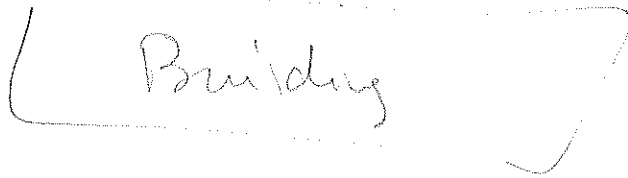


Photo Log: (Note point of photo in field sketch)

Subject/Direction	File Name/number (can be added at office)
1: _____	_____
2: _____	_____
3: _____	_____
4: _____	_____
5: _____	_____
6: _____	_____

Field Notes and sketches prepared by Paul G. [signature] (sign)



DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

L-6668

REPLY TO
ATTENTION OF

NOV 7 2013

Operations Division
Special Projects and Policy Section

Mr. Greg Elliot
GDE Investments LA, LLC
1150 Smede Highway
Broussard, Louisiana 70518

Dear Mr. Elliot:

This is in regard to your letter dated September 3, 2013, associated with the GDE Mitigation Bank, which consists of 457.3 acres located off LA 106, 5 miles west of Oakdale, Louisiana, in Evangeline Parish (latitude: 30.8057847694; longitude: -92.5731415528).

A list of compliance issues for the GDE Mitigation Bank was sent to you by the U.S. Army Corps of Engineers, New Orleans District (CEMVN) Regulatory Branch, via electronic mail (email), dated July 22, 2013. Number eight of the list pointed out that the Conservation Servitude and the Mitigation Banking Instrument (MBI) contain conflicting language in relation to the "Uses Prohibited by the Conservation Servitude (Section XI.A of the MBI and item four of the conservation servitude)". In CEMVN's review of the information provided in your August 1, 2013, email, we find no written approval for the game fence and border fence that was requested by your agent in email dated April 02, 2007.

The Federal Guidance for the Establishment, Use and Operation of Mitigation Banks published in the Federal Register on November 28, 1995, under which this bank was formed, as well as, the new mitigation banking regulations codified at 33 C.F.R. Part 332, define a mitigation site where wetlands and/or other aquatic resources are restored, created, enhanced, or in exceptional circumstances, preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources. The overall objective of a mitigation bank is to provide economically efficient and flexible mitigation opportunities while fully compensating for wetland and other aquatic resources losses in a manner that contributes to the long-term ecological function of the watershed within which the bank is located.

Successful restoration of all intrinsic wetland functions and values intended by this mitigation bank is at risk of failure under game management. Aside from disruption of natural migration patterns by native wildlife, there are risks associated with maintenance of stocked animal populations within a confined area, such as overcrowding, excessive vegetative trampling, suppression of native plant species by herbivory, and water quality

degradation from concentrated animal wastes. Management activities via the inclusion of food plots also introduce non-native plant species to the area which may negatively affect successful establishment by native plant communities.

Your game management operation is clearly contrary to the bank's fundamental purpose of compensating impacts to aquatic resource functions. In order to resolve the issue related to proper use of the mitigation bank, you are required to do one of the following four options:

- a. Remove the perimeter fence and partition fence from around and within the GDE Mitigation Bank and address all non-compliance issues as explained in the July 22, 2013, email.
- b. Remove the fence from around 73 acres on the north end of the property. This area would represent the total area of the GDE Mitigation Bank. An amendment to the MBI and the servitude would be required. Any non-compliance issues as stated in the July 22, 2013, email associated with the redrawn 73-acre bank area would have to be addressed.
- c. Terminate the present GDE Mitigation Banking Instrument and develop a separate Corps approved mitigation project for the replacement of the 73 acres/credits of compensatory mitigation that were sold for Corps Regulatory Permits.
- d. Terminate the present GDE Mitigation Banking Instrument and purchase the necessary credits from a Corps approved mitigation bank to replace the 73 acres/credits of compensatory mitigation that were sold for Corps Regulatory Permits.

You must provide CEMVN with your restoration choice within 35 days of the date of this letter.

If you require additional assistance, you may contact Mr. Martin Mayer, Chief, Regulatory Branch, at (504) 862-2255 or by email at martin.s.mayer@usace.army.mil.

Sincerely,



Richard L. Hansen
Colonel, U.S. Army
District Commander

Enclosures

cc: (w/enclosures)
Ms. Patti Holland
US Fish and Wildlife Service
646 Cajundome Boulevard, Suite 400
Lafayette, Louisiana 70506

Mr. Raul Gutierrez
U.S. Environmental Protection Agency
Federal Activities Branch (6WQ-EM)
1445 Ross Avenue
Dallas, Texas 75202

Mr. Kyle Balkum
Louisiana Department of Wildlife and Fisheries
Ecological Studies Section
Post Office Box 98000
Baton Rouge, Louisiana 70898-9000

Subject: GDE Mitigation Bank Compliance

Date: July 22, 2013

1. In your May 22, 2013, response to comments provided by CEMVN on May 10, 2013, you stated that: "of the 12 monitoring plots a total of 62 for hard mast and 35 for soft mast was reported". However in referencing the data provided for the 12 monitoring plots it is clearly shown that bank has not achieved the hard mast to soft mast ratio as stated in the MBI. The calculations for hard mast to soft mast are: 31% hard mast to 69% soft mast overall. These calculations take into account all specimens in each plot.

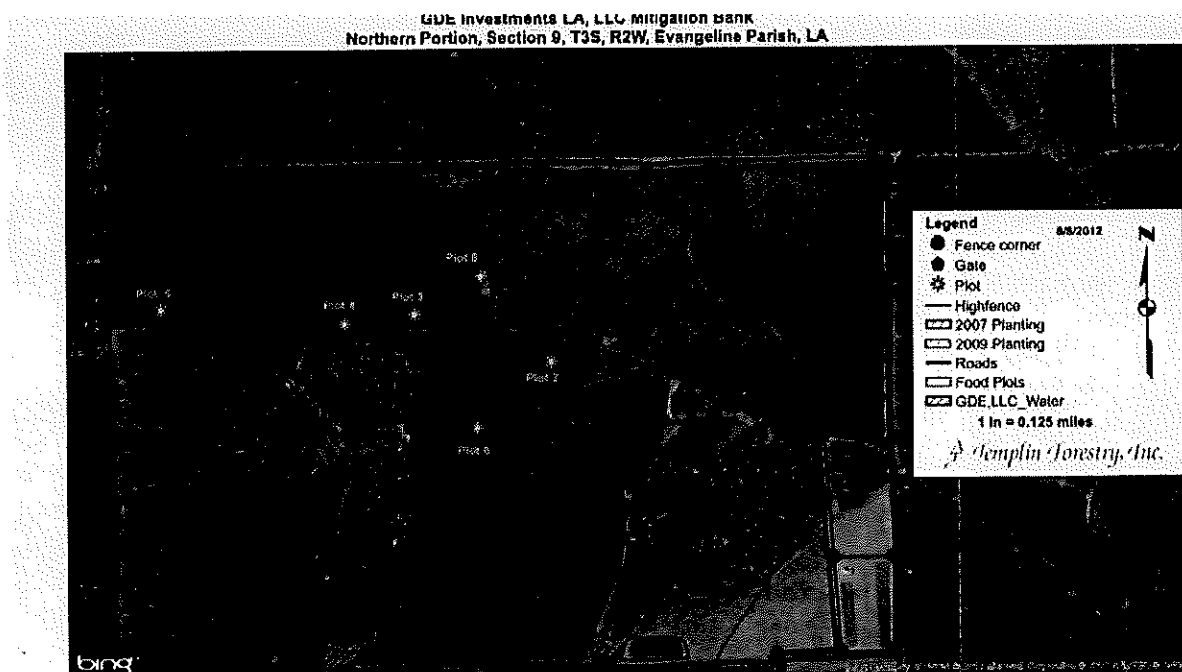
Please refer to the MBI under Goals and Objectives for further information.

A method for adjusting such percentages should be included in the adaptive management plan that you present to CEMVN.

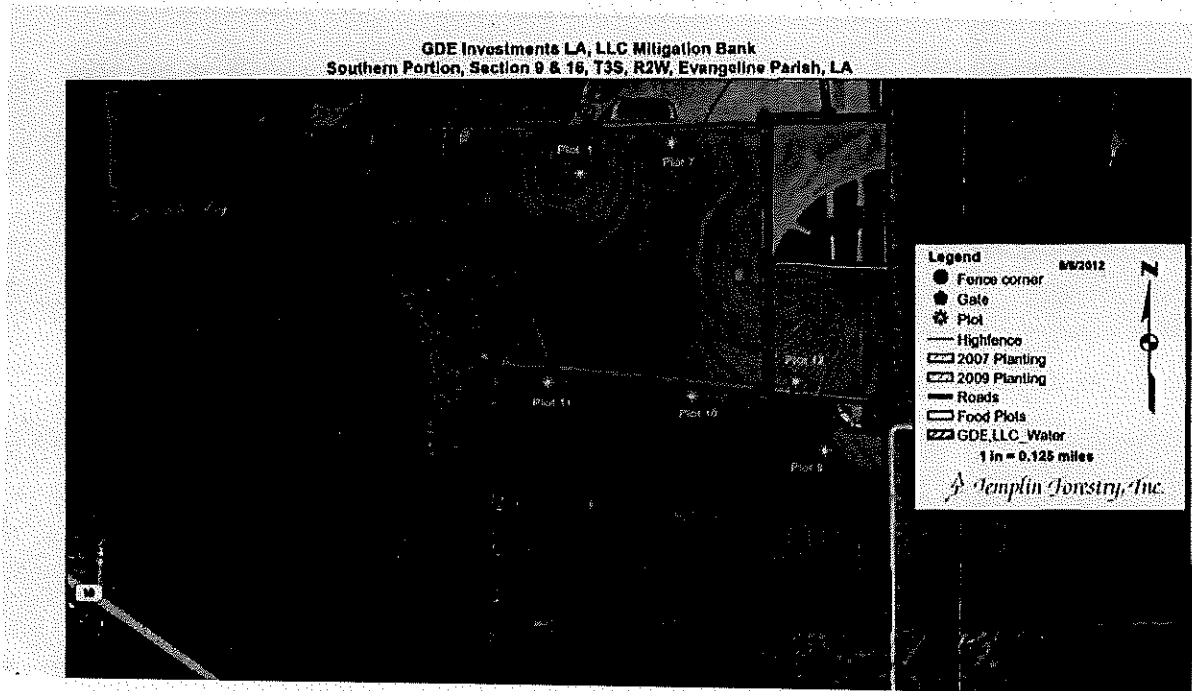
2. The percentage of exotics on site is high and will need to be addressed. The Chinese Tallow should be treated this year. A detailed adaptive management plan should be developed and presented to CEMVN.

Please refer to MBI Section III.B.2. Invasive/Exotic Vegetation Control for further information.

3. Please refer below to the copies of the maps that were provided with your August 21, 2012, monitoring report and compare them to the July 8, 2013, JD (copy attached). After your comparison please provide a separate map showing where the 278.3 acres from the 2007 and 2009 plantings are located on the JD.



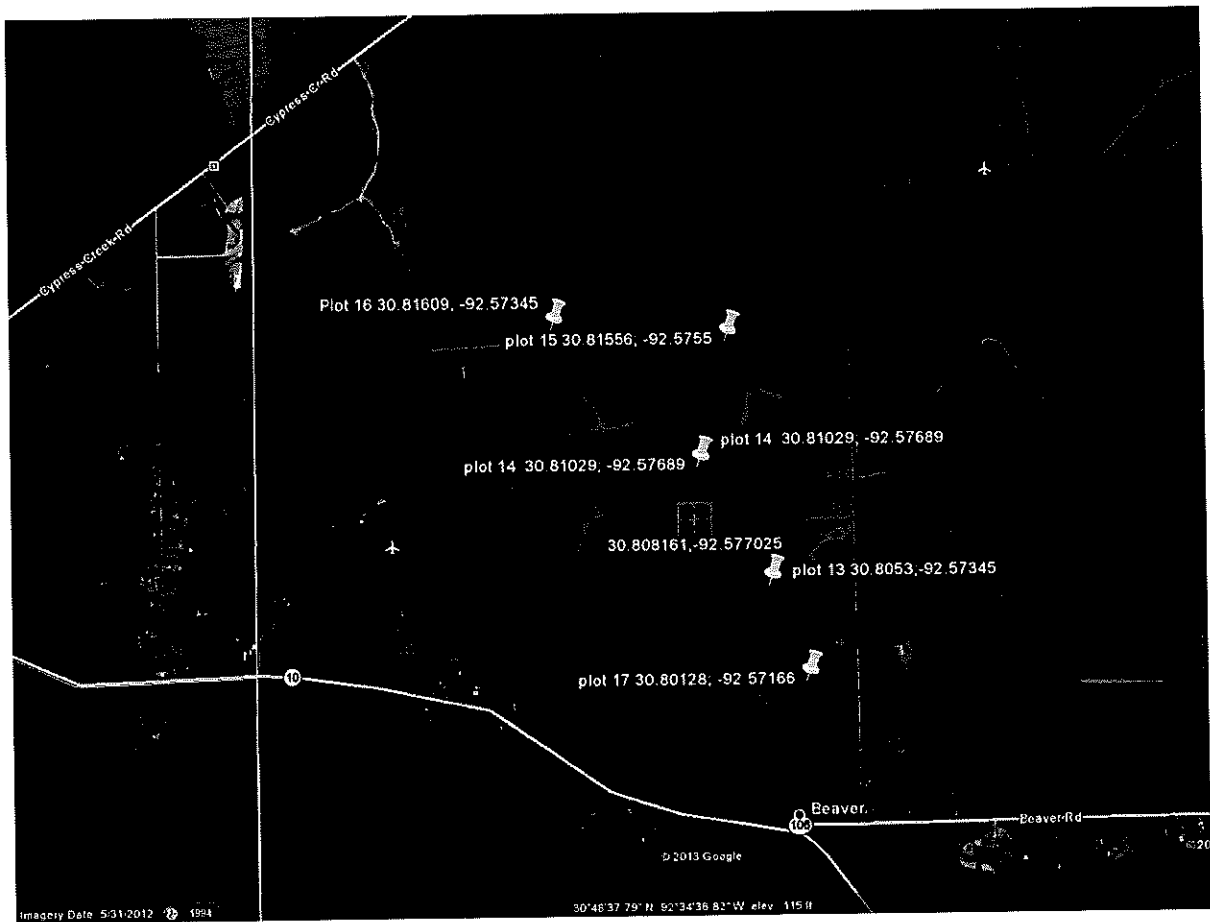
Subject: GDE Mitigation Bank Compliance
Date: July 22, 2013



4. It was stated in your May 22, 2013 response to the May 10, 2013, comments that the fire lanes and some of the food plots were planted. Please provide data on the plantings (species list, seedling numbers per species, and describe your methodology in planting for maintaining a diverse habitat). Provide a map that includes these 2013 plantings.

5. Please add additional bank monitoring plots as indicated on the map below. These plots are numbered 13 through 17 and have Latitude and Longitude assigned to each plot. Please provide the additional information for these plots in the monitoring report format. These 5 plots will be additional permanent plots set up as stated on page 7 (Section VI. C. of the MBI) and included in all monitoring reports herein.

Subject: GDE Mitigation Bank Compliance
Date: July 22, 2013



6. In comments provided in your May 22, 2013, response you stated that the monitoring report submitted on August 21, 2012, should cover the 5 year requirement for the 2007 plantings and the 3 year requirement for the 2009 plantings.

The following is stated in Section V. of the MBI on pages 5 and 6:

Initial Success Criteria: 2. Vegetation: A minimum of 50 % or 266 planted seedlings per acre, consistent with the planted ration of hard mast to soft mast-producing species, must survive through the end of the first growing season following the planting (i.e. Year 1). This criterion will apply to initial plantings as well as any subsequent

Interim Success Criteria: 2. Vegetation and Vegetative Plantings. For a given planting, a minimum of 300 seedlings per acre must survive through the end of the fourth year (i.e. Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, a range of 120 to 135 hard mast-producing seedlings per acre must be present. Exotic/invasive species may not be included in this tally.

Subject: GDE Mitigation Bank Compliance

Date: July 22, 2013

By Year 5 following successful attainment of the one-year survivorship criteria, the bank acreage and the perimeter of that acreage shall be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

Planted tracts must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of a wetland vegetation dominance is defined as a vegetation community where more than 50% of all dominant species are facultative ("FAC") or wetter, excluding FAC-plants, using "routine delineation methods" as described in the "Corps of Engineers Wetland Delineation Method," Technical Report 97-1 ("1987 Manual").

7. In review of the GDE Mitigation Bank file it was discovered that The Calcasieu/Mermentau Wetland Charitable Trust does not fit the description of a servitude holder. Section X. F. 2. of the MBI states: "The Sponsor shall execute a conservation servitude (pursuant to the Louisiana Conservation Servitude Act, R.S. 9:1271 et seq.) substantially in the form attached hereto as Attachment F and record it in the Mortgage and Conveyances Records Office of Evangeline Parish. The Conservation Servitude Holder shall be approved by the IRT prior to its execution. The Holder shall be qualified to hold this Conservation Servitude by virtue of being:

a. A governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or

b. A charitable corporation, charitable association, or charitable trust, qualified under § 501(c)(3) of the U.S Internal Revenue Code, the purposes or powers of which include:

1) Retaining or protecting the natural, scenic, or open-space values of immovable property;

2) Assuring the availability of immovable property for agricultural, forest, recreational or open-space use;

3) Protecting natural resources;

4) Maintaining or enhancing air or water quality; or

5) Preserving the historical, archaeological or cultural aspects of unimproved immovable property. "

8. The Conservation Servitude and the MBI have conflicting language in relation to the "Uses Prohibited by the Conservation Servitude" (Section XI. A of the MBI) and paragraph four of the servitude. I do not have information that would support such changes in language, however if you can provide any supporting information that would be helpful.

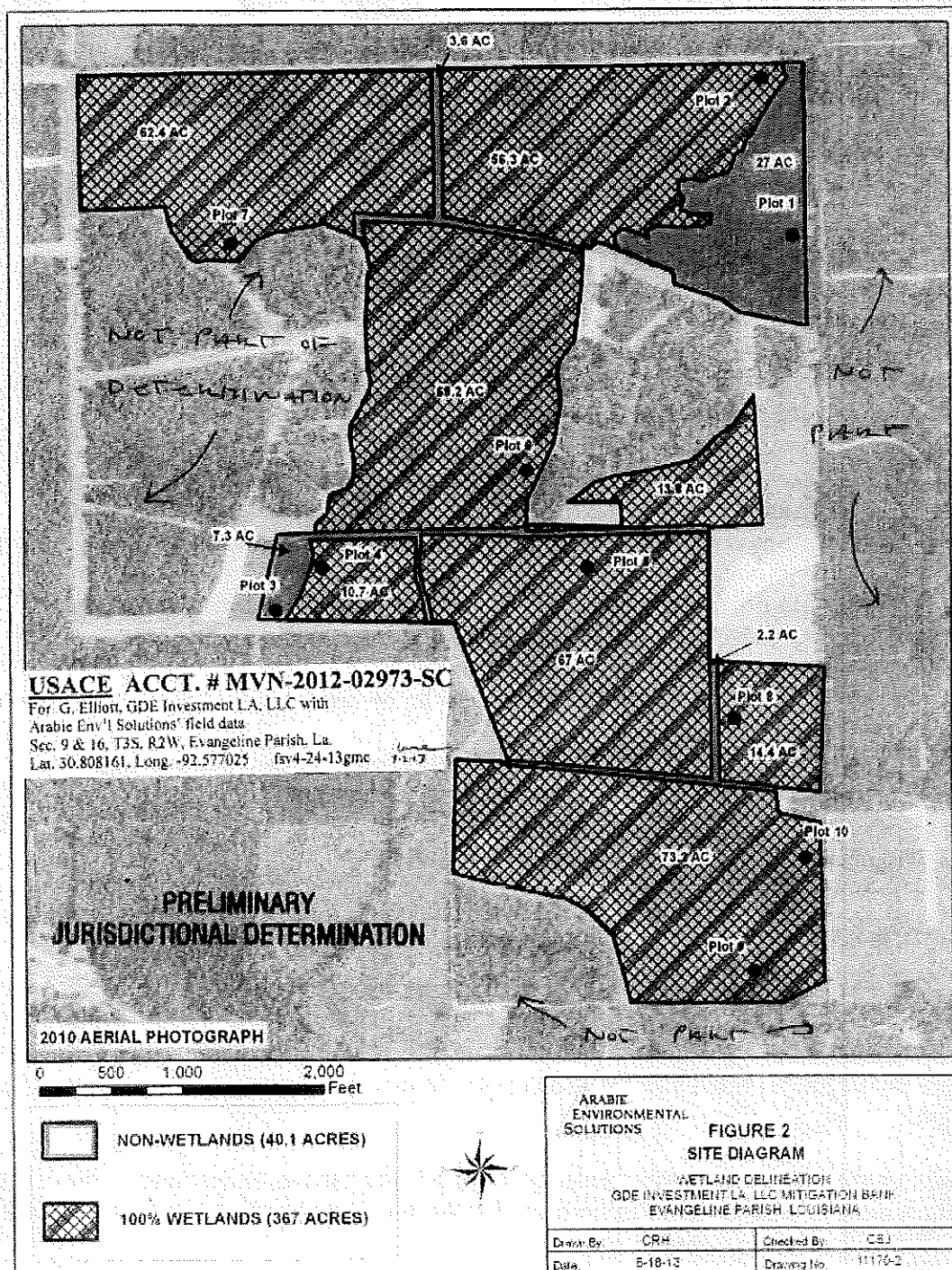
9. Please note when calculating acreage for the bank please only round to the nearest 1/10 of an acre. For example the acreage for the fire lines (as listed in the August 21, 2013, monitoring report) would be 5.8 not 5.77.

Subject: GDE Mitigation Bank Compliance

Date: July 22, 2013

Attachment:

Preliminary Jurisdictional Determination



Subject: GDE Mitigation Bank Compliance
Date: July 22, 2013

Summary:

Please provide an detailed adaptive management plan to address the items listed above. Please provide support for all information provided.

L-00608

Gutierrez, Raul

From: Farabee, Jacqueline R MVN [Jacqueline.R.Farabee@usace.army.mil]
Sent: Monday, November 25, 2013 2:12 PM
To: Abernathy, Lisa; Balkum, Kyle; Bordelon, Seth; Davis, RC; Ettinger, John; Gutierrez, Raul; Hartman, Richard; Holcombe, Jim; Holland, Patti; Kitto, Alison; Maryman, Joe; Templet, Kelley; Williams, Patrick
Subject: FW: GDE response to Compliance Letter from CEMVN (UNCLASSIFIED)
Attachments: SKMBT_C30013111811300.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Classification: UNCLASSIFIED
Caveats: NONE

Per our conversation at IRT meeting see Mr. Elliot's e-mail below. Please let me know if you have any comments. Thanks

Jacqueline Farabee
Environmental Resources Specialist
U.S. Army Corps of Engineers
New Orleans District
(504) 862-2595

Through deeds not words,
we are BUILDING STRONG

-----Original Message-----

From: Elliott, Greg [mailto:Greg.Elliott@workstrings.com]
Sent: Monday, November 18, 2013 10:08 AM
To: Farabee, Jacqueline R MVN
Subject: [EXTERNAL] RE: GDE Compliance Letter (UNCLASSIFIED)

Jacqueline,

I have attached 2 maps for your consideration proposing 2 additional options for the GDE Investments La., LLC Mitigation Bank.

Option A: See attachment 1 map: Would move part of the fence in the southern part of the bank. The revised bank total wetland area outside the fence as per the July 8, 2013 JD would be 165.3 acres. Since 73 acres/credits have already been sold the remaining bank wetland acres for option A after resolving all compliance issues would 92.3 acres. I estimate completing the compliance work and removing the section of fence to be completed by late spring to the summer of 2014.

Option B: See attachment 2 map: Is the current existing wetlands as per the July 8, 2013 JD that exist outside the fenced area which totals 87.6 acres. Since 73 acres/credits have been sold the remaining wetland bank acres for option B after resolving all compliance issues would be 14.6 acres. I would estimate the field work to be completed by the end of 2013.

As I have mentioned we have been doing field work to remove the naturally recruited pine and Chinese tallow trees since early September. There will be no issues complying with the MBI regarding the planted trees once this field work is completed.

Should you have any questions feel free to contact me.

Regards,

Greg

-----Original Message-----

From: Farabee, Jacqueline R MVN [mailto:Jacqueline.R.Farabee@usace.army.mil]
Sent: Thursday, November 14, 2013 5:02 PM
To: Elliott, Greg
Subject: RE: GDE Compliance Letter (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Greg:

The letter dated November 7, 2013, presented four acceptable options to you, of which number 1 of your preliminary questions is included. This would have to be 73 acres of wetland restoration.

As far as the 87.6 acres, please send a map and detailed description of what you are proposing. Please note this 87.6 acres would have to contain at least 73 acres of wetland restoration.

Thanks

Jacqueline Farabee
Environmental Resources Specialist
U.S. Army Corps of Engineers
New Orleans District
(504) 862-2595

Through deeds not words,
we are BUILDING STRONG

-----Original Message-----

From: Elliott, Greg [mailto:Greg.Elliott@workstrings.com]
Sent: Wednesday, November 13, 2013 1:35 PM
To: Farabee, Jacqueline R MVN
Subject: [EXTERNAL] Re: GDE Compliance Letter (UNCLASSIFIED)

My preliminary questions are as follows:

1. B option: confirm if north fence is moved back to allow 73 acres to not be fenced that is acceptable?
2. Why can the southern 87.6 acres outside the fence not be used to satisfy the 73 acre requirement?
3. Why can the bank not be reduced to 87.6 acres which is outside the fence? This acreage is near to being fully compliant as a result of recent field work removing the volunteer pine and tallow trees.

I am further investigating the definition of "partitioning by fence". Then my question would be why can the bank not be reduced to the 279.4 acres currently inside the fence?

Regards,

Greg

Sent from my iPad

On Nov 12, 2013, at 3:09 PM, "Farabee, Jacqueline R MVN"
<Jacqueline.R.Farabee@usace.army.mil> wrote:

> Classification: UNCLASSIFIED

> Caveats: NONE

>

> Greg,

>

> You can discuss any questions you have with me.

>

> Thanks

>

> Jacqueline Farabee

> Environmental Resources Specialist

> U.S. Army Corps of Engineers

> New Orleans District

> (504) 862-2595

>

> Through deeds not words,

> we are BUILDING STRONG

>

>

>

> -----Original Message-----

> From: Elliott, Greg [mailto:Greg.Elliott@workstrings.com]

> Sent: Tuesday, November 12, 2013 2:22 PM

> To: Farabee, Jacqueline R MVN

> Subject: [EXTERNAL] Re: GDE Compliance Letter (UNCLASSIFIED)

>

> Jacqeline,

>

> After a brief review of the letter I have clarification questions to options b and c.
Should I discuss this with you are Martin?

>

> Greg

>

> ----- Original Message -----

> From: Farabee, Jacqueline R MVN [mailto:Jacqueline.R.Farabee@usace.army.mil]

> Sent: Tuesday, November 12, 2013 12:45 PM

> To: Elliott, Greg

> Subject: GDE Compliance Letter (UNCLASSIFIED)

>

> Classification: UNCLASSIFIED

> Caveats: NONE

>

> Mr. Elliot:

>

> I have attached the compliance letter you have been waiting for. I will send the hard copy also.

>

> If you have any questions please contact me.

>

> Jacqueline Farabee

> Environmental Resources Specialist

> U.S. Army Corps of Engineers

> New Orleans District

> (504) 862-2595

>

> Through deeds not words,

> we are BUILDING STRONG

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> Classification: UNCLASSIFIED

> Caveats: NONE

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> Classification: UNCLASSIFIED

> Caveats: NONE

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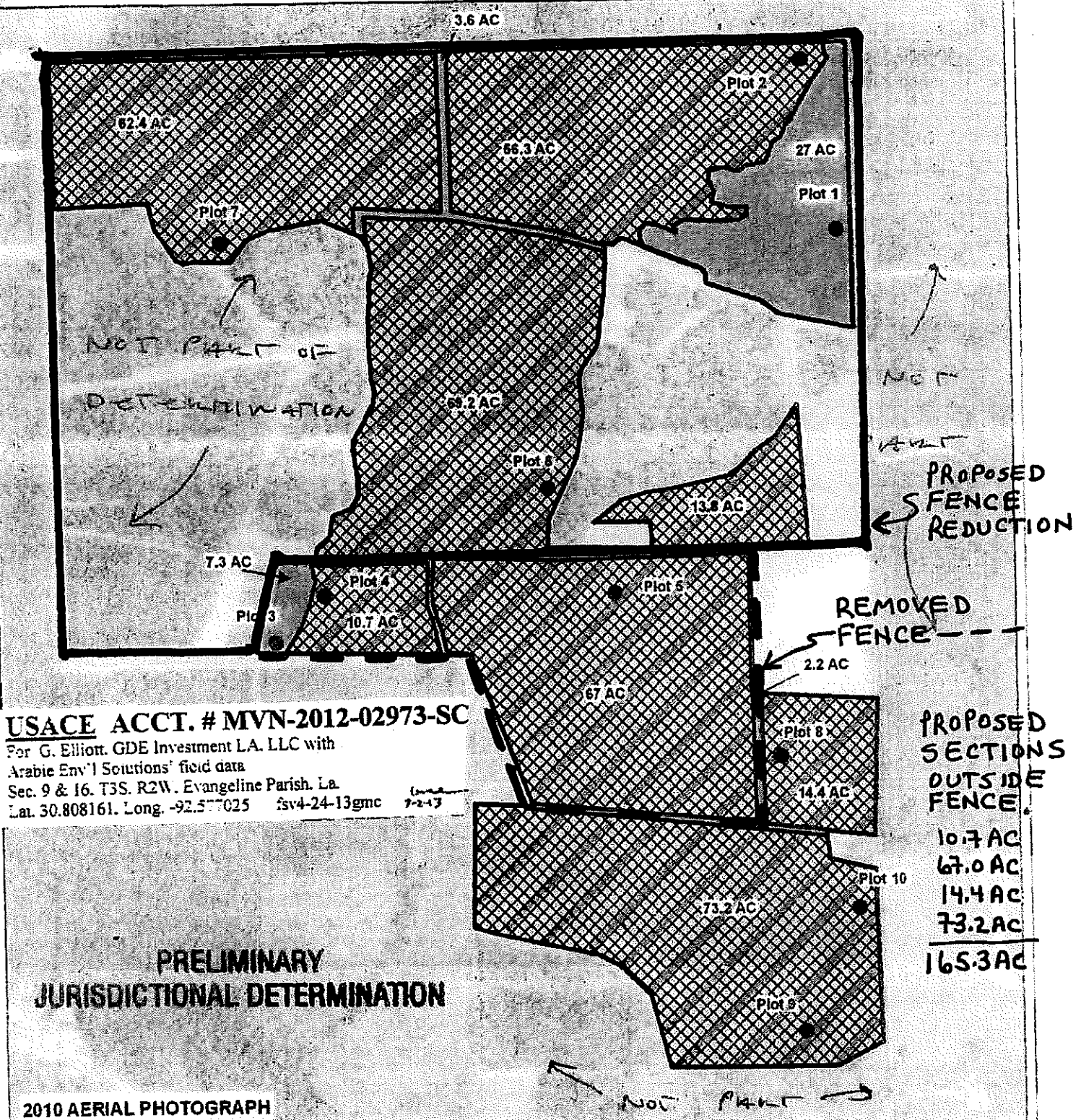
Classification: UNCLASSIFIED

Caveats: NONE

Classification: UNCLASSIFIED

Caveats: NONE

ATTACHMENT 1 - OPTION: A



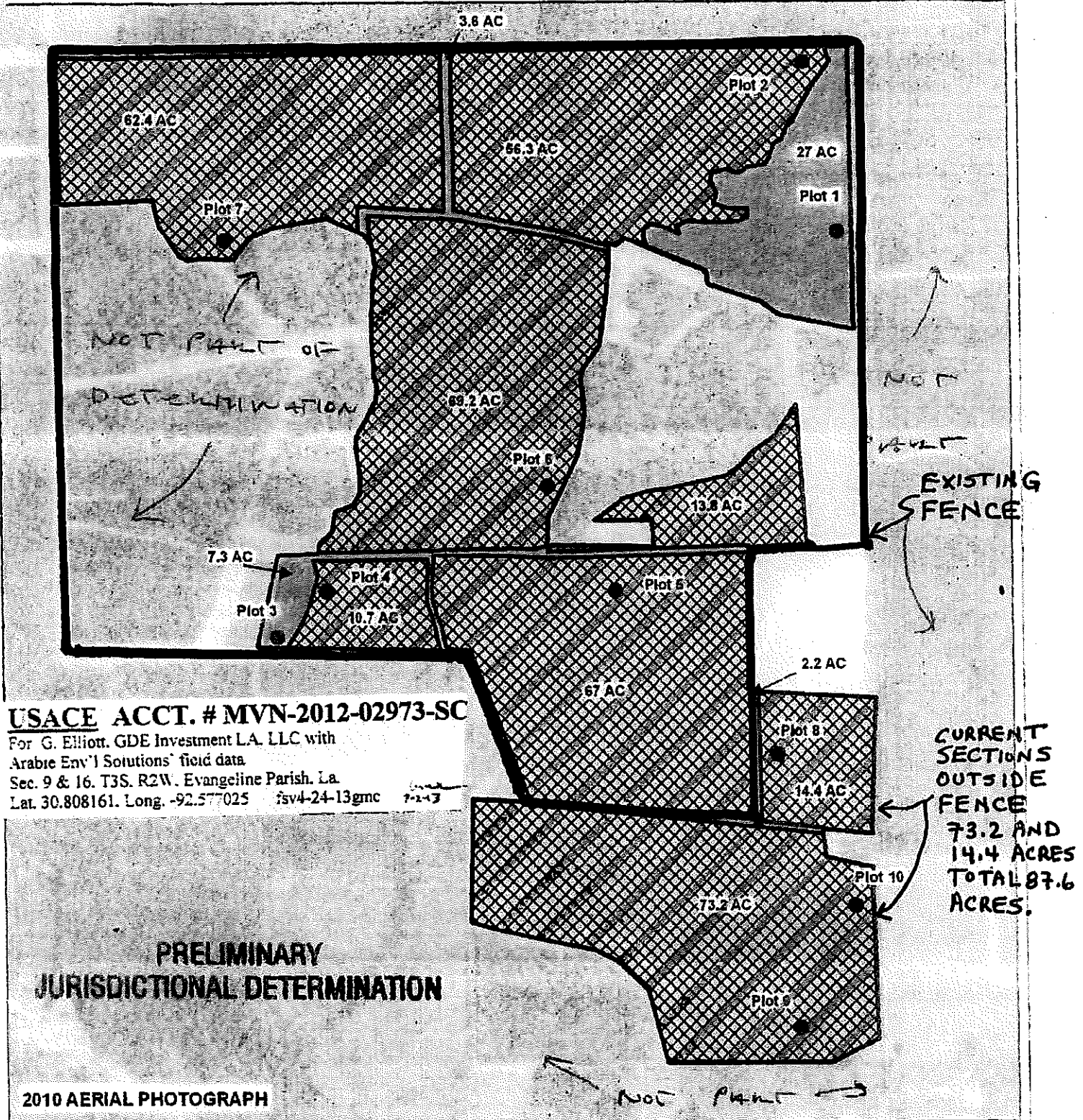
ARABIE
ENVIRONMENTAL
SOLUTIONS

FIGURE 2 SITE DIAGRAM

WETLAND DELINEATION
 GDE INVESTMENT LA, LLC MITIGATION BANK
 EVANGELINE PARISH, LOUISIANA

Drawn By: GRH	Checked By: DE
Date: 8-18-13	Drawing No: 1000

ATTACHMENT 2 - OPTION: B



Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GED INVESTMENTS LA LLC

First VENDOR
GDE INVESTMENTS LA LLC

First PURCHASER
CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 567510

Type of Document : Servitude Agreement

Book : 349 Page : 429

Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Evangeline Parish, Louisiana

On (Recorded Date) : 08/15/2008

At (Recorded Time) : 10:20:31AM



Doc ID - 001660490003



Return To :

Do not Detach this Page

AMENDMENT TO CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Be it known on this 15th day of August, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

GDE INVESTMENTS LA, L.L.C., a Louisiana Limited Liability Company (hereinafter referred to as "GRANTOR"), herein represented by Gregory Elliott, Managing Member, who, after being duly sworn by me, Notary Public, declared that:

On or about June 28, 2007 GRANTOR did sign a Conservation Servitude agreement establishing a Mitigation Area pursuant to L.R.S. 9:1271 et seq transferring certain properties to the CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST (hereinafter referred to as "HOLDER") certain properties located in Evangeline Parish, Louisiana. By this act GRANTOR and HOLDER do hereby amend the original Conservation Servitude to remove that portion of the property located in Section 15, T-3-S, R-2-W as shown on paragraph number 1 on said Conservation Servitude Agreement. Therefore, we the undersigned parties do hereby amend the original Conversation Servitude Agreement so that paragraph one shall read as follows, to wit:

1. GRANTOR, in consideration of the mutual benefit to be derived in the establishment of GDE Investments, La, L.L.C. Mitigation Area and pursuant to L.R.S. 9:1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, the Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

All of Section 9, less and except S ½ of SW ¼, T-3-S, R-2-W and N ½ and NE ¼ Section 16, T-3-S, R-2-W,
Parish of Evangeline, State of Louisiana

GRANTOR and HOLDER do hereby request that the Clerk of Court of Evangeline Parish indicate on the original Conservation Servitude which is recorded in Conveyance Book 559707 333 at page 581 of the records of the Evangeline Parish Clerk of Court this amendment to the original Conservation Servitude Agreement. Henceforth, the Conservation Servitude shall be amended as set forth herein.

THUS DONE AND SIGNED on the day, month and year first above written in the presence of the competent undersigned witnesses, and appearers, and me, Notary Public, after a due reading of the whole.

WITNESSES:

George Kipling Manuel
Printed Name: GEORGE KIPLING MANUEL

J West
Printed Name: Jessica P. West

APPEARERS:

Greg Elliott
GDE INVESTMENTS LA, L.L.C. by
Gregory Elliott, Managing Member

Greg Elliott
CALCASIEU/MERMENTA WETLAND
CHARITABLE TRUST, by Gregory
Elliott

Pamela Aucoin
NOTARY PUBLIC
Printed Name: Pamela Aucoin
Notary I.D. No.: Notary Public #35329

G D E INVESTMENTS, LA, L.L.C.
"CERTIFICATE OF MORTGAGE"

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office for TEN (10) years back from this date, there appears no evidence of any uncanceled mortgage recorded in the name(s) of:

G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT
operating upon the following property, to wit:

All of Section 9, less and except S $\frac{1}{2}$ of S/W $\frac{1}{4}$ T3S R2W
N $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 16 T3S R2W
NW $\frac{1}{4}$ and NW $\frac{1}{2}$ of NE $\frac{1}{4}$ of N/W $\frac{1}{4}$ of Section 15 T3 R2W
Parish of Evangeline, State of Louisiana

OTHER THAN:

NONE

Regardless of present or past ownership of said property this certificate is made in said name(s) exactly as above given, and in no other than the name(s) for the reason that the person ordering this certificate requested it be prepared in the above given name(s).

IN FAITH WHEREOF, Witness my Official Signature and Seal of Office at Ville Platte, Louisiana, this 6TH day of MARCH, 2007 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT


DEPUTY CLERK OF COURT

G D E INVESTMENTS, LA, L.L.C.
"SUPPLEMENTAL CERTIFICATE OF MORTGAGE"

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office from MARCH 6, 2007 up to the present date, there appears no evidence of any uncanceled mortgages recorded in the name(s):

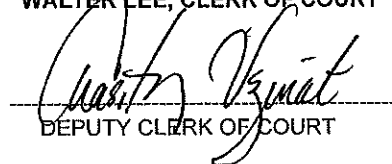
G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT
operating upon the property described in the original certificate of mortgage attached:

OTHER THAN:

N O N E

IN FAITH WHEREOF, Witness my Official Signature & Seal of Office at Ville Platte, Louisiana, this 8TH day of AUGUST, 2008 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT


DEPUTY CLERK OF COURT

Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GDE INVESTMENTS L L C

First VENDOR
GDE INVESTMENTS LA L L C

First PURCHASER
CALCASIEU/MERMENTAU WETLND CHARITABLE TRUST

Index Type : Conveyances

File Number : 559707

Type of Document : Servitude Agreement

Book : 333 Page : 581

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Evangeline Parish, Louisiana

On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM



Doc ID - 000821330004



Return To :

Do not Detach this Recording Page from Original Document

CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 26 day of JUNE, 2007, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared GDE Investments LA, L.L.C., a Louisiana limited liability company, who, after being duly sworn by me, Notary Public, (hereinafter "GRANTOR"), and who declares:

1. GRANTOR, in consideration of the mutual benefits to be derived in the establishment of the GDE Investments La, L.L.C. Mitigation Area and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, The Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

All of Section 9, less and except S ½ of S/W 1/4 T3S R2W
N ½ of NE 1/4 Section 16 T3S R2W
NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
Parish of Evangeline, State of Louisiana

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.
3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

A charitable corporation, charitable association, or charitable trust, qualified under § 501 (c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

- 1) retaining or protecting the natural, scenic, or open-space values of immovable property;
- 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use;
- 3) protecting natural resources;
- 4) maintaining or enhancing air or water quality; or

- 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.
4. Except as provided in the Mitigation Bank Interagency Agreement, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on Property; the building of roads, trails or paths on said Property; changing the elevation of or contours of said Property; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to main said Property in its natural state. GRANTOR specifically reserves all rights to hunting, recreation, forest management, road maintenance, mineral ownership and exploration, high fence installation and such other land uses that are not in contravention of that certain Mitigation Bank Interagency Agreement.
5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.
6. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph 3, above.

8. This Conservation Servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this 28 day of June, 2007, at Lafayette, Louisiana.

WITNESSES:

GRANTOR:

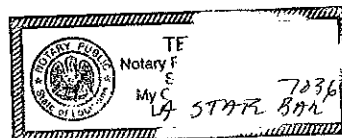
Kerry B. Trahan
Print Name: Kerry B. Trahan

GDE INVESTMENTS LA, L.L.C.

Greg Elliott
By: Manager

Jean M. Fike
Print Name: JEAN M. Fike

Ted W. Hoyt
NOTARY PUBLIC
Print Name: _____
Notary ID No.: _____



WITNESSES:

GRANTEE:

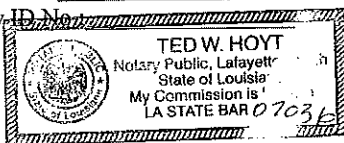
The Calcasieu/Mermentau Wetland Charitable Trust

Kerry B. Trahan
Print Name: Kerry B. Trahan

Greg Elliott
By: Trustee

Jean M. Fike
Print Name: JEAN M. Fike

Ted W. Hoyt
NOTARY PUBLIC
Print Name: _____
Notary ID No.: _____



Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GDE INVESTMENTS L L C

First VENDOR

ELLIOTT, GREGORY DALE

First PURCHASER

CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 559706

Type of Document : Trust

Book : 333

Page : 576

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Evangeline Parish, Louisiana

On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM



Doc ID - 000821130005

Return To :

Do not Detach this Recording Page from Original Document

The Calcasieu/Mermentau Wetland Charitable Trust

STATE OF LOUISIANA

PARISH OF LAFA YETTE

Before me, the undersigned Notary Public, personally came and appeared, Gregory Dale Elliot, who declared as follows:

Declaration of Trust made as of the 8th day of June, 2007, by Gregory Dale Elliott, of PMB 106,981 Highway 98 East, Suite 3, Destin, Florida 32541, who hereby declares and agrees that he has received this day from Gregory Dale Elliott, as Donor, the sum of Ten Dollars (\$10) and that they will hold and manage the same, and any additions to it, in trust, as follows:

I.

This trust shall be called The Calcasieu/Mermentau Wetland Charitable Trust.

II.

The trustee may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article III of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code.

III.

A. The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them, and the trustees may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in paragraph C, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine; and the trustees may make payments or distributions from income or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in paragraph D, in such amounts as the trustees shall from time to time select and determine without making use of any other charitable organization. The trustees may also make payments or distributions of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for charitable purposes within the meaning of that term as defined in paragraph D. Income or principal derived from contributions by corporations shall be distributed by the trustees for use solely within the United States or its possessions. No part of the net earnings of this trust shall inure or be payable to or for

the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

B. The trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustee in their discretion at any time. On such termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. The donor authorizes and empowers the trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustee is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

C. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this paragraph C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

D. In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to 1) retaining or protecting the natural, scenic, or open-space values of immovable property, 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use, 3) protecting natural resources, 4) maintaining or enhancing air or water quality; or 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Louisiana.

IV.

This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the trustees, and acknowledged by any of the trustees, provided that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article 4 (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. All instruments amending this Declaration of Trust shall be noted or kept attached to the executed original of this Declaration of Trust held by the trustees.

V.

Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. The number of trustees shall be at all times, not less than one and whenever for any reason the number is reduced to one, there shall be, and at any other time there may be, appointed one or more additional trustees. Appointments shall be made by the trustee or trustees for the time in office by written instruments signed and acknowledged. Any succeeding or additional trustee shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the trust estate jointly with the surviving or remaining trustee or trustees as if originally appointed.

None of the trustees shall be required to furnish any bond or surety. None of them shall be responsible or liable for the acts or omissions of any other of the trustees or of any predecessor or of a custodian, agent, depository or counsel selected with reasonable care.

The one or more trustees, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A trustee may, by appropriate written instrument, delegate all or any part of his or her own powers to another or others of the trustees for such delegating trustee may determine.

The trustees serving under this Declaration of Trust are authorized to pay themselves amounts for reasonable expense incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any trustee who has made a contribution to this trust ever receive any compensation thereafter.

VI.

The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article III and not otherwise.

VII.

In this Declaration of Trust and in any amendment to it, references to "trustees" mean the one or more trustees, whether original or successor, for the time being in office.

VIII.

Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid or transferred to or upon the order of the trustees of the trust.

XI.

This Declaration of Trust is to be governed in all respects by the laws of the State of Louisiana.

WITNESSES:

TRUSTEE/SETTLOR

Kerry B. Tahan
Print Name: Kerry B. Tahan

Gregory Dale Elliott
Gregory Dale Elliott

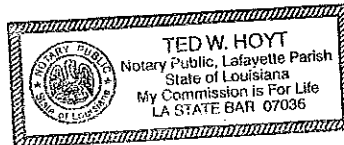
Jean M. Fike
Print Name: JEAN M. FIKE

Ted W. Hoyt

Notary Public

Print Name: _____

Notary ID No.: _____



L-0068



GDE (UNCLASSIFIED)

Farabee, Jacqueline R MVN

Holland, Patti, Bordelon, Seth
to: , Tamara Mick, Raul Gutierrez,
John Ettinger

09/17/2012 01:11 PM

1 attachment



9-18-12 Noncompl letter-GDE.pdf

Classification: UNCLASSIFIED
Caveats: NONE

Attached is the letter that has gone out the bank POC. I have also suspended the bank in RIBITS.

If you have any questions just contact me via phone or e-mail.

Thanks

Jacqueline Farabee
Environmental Resources Specialist
(504) 862-2595

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Providing Consistent, Efficient, &
Effective Business Processes
to Serve the Nation.

Classification: UNCLASSIFIED
Caveats: NONE



DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO
ATTENTION OF

September 18, 2012

Operations Division
Regulatory Branch

SUBJECT: G.D.E. Investments LA, L.L.C., Mitigation Bank

G.D.E. Investments LA LLC
1150 Smede Highway
Broussard, Louisiana 70518

Gentlemen:

This letter is in response to the August 16, 2012 monitoring report submitted for the G.D.E. Mitigation Bank, located in Evangeline Parish, near the community of Oakdale, Louisiana, in Sections 5, 8, 9, & 16, T3S-R2W.

Upon review of the monitoring report in conjunction with the G.D.E. Mitigation Banking Instrument (MBI) (Section VI.) which was signed on April 23, 2007, it is clear that the performance standards as set forth by this banking agreement have not been met.

At this time we are suspending further credit sales for the G.D.E., Investments Mitigation Bank. We are requesting that you provide an adaptive management plan that addresses the following issues:

1. The ratio of hard mast to soft mast (reference page 3 of the MBI)
2. Invasive/exotic vegetation control (page 4 of the MBI)
3. The roadways that exist on the mitigation bank site.
4. The ponds and food plots that exist on the mitigation bank site.
5. The Interim Success Criteria (page 6 of the MBI) in which it is stated that "site hydrology shall be restored such that the site meets the wetland criterion as described in the Corps 1987 Wetlands Delineation Manual. Data demonstrating that wetland hydrology has been re-established is to be collected and provided by the Sponsor and approved by the Corps of Engineers, New Orleans District (CEMVN)."
6. Please provide a copy of the statements for each of the financial accounts.

The above are only some of the issues that should be addressed in this plan. It is strongly recommended that you refer to the MBI especially the sections listed below:

Section V. Performance Standards

Section VI. Reporting Protocols and Monitoring Plan

Section VII. Contingencies, Remedial Actions and Responsibilities

If you have any questions or require any further assistance, please contact Ms. Jacqueline Farabee by telephone at 504-862-2595 or by email at Jacqueline.R.Farabee@usace.army.mil.

Sincerely,

A handwritten signature in dark ink, appearing to read "Pete Serio", with a stylized flourish at the end.

Pete J. Serio
Chief, Regulatory Branch
CEMVN

L-0068



GDE Compliance Visit (UNCLASSIFIED)

Farabee, Jacqueline R MVN

Holland, Patti, Bordelon, Seth
to: , Balkum, Kyle, Tamara Mick,
Raul Gutierrez, John Ettinger

09/13/2012 08:35 AM

1 attachment



7-11-12 Compliance Visit report .pdf

Classification: UNCLASSIFIED

Caveats: NONE

Any comments would be helpful. I am preparing a letter to notify the owner that they are not in compliance with the banking agreement and that all credits sales will be suspended. At this time 278.3 credits were released and 73.1 have been sold, which leaves a balance of 205.2 credits for sale.

I sent you previous information about the language for the fence in the servitude. I am coordinating with OC to see where we stand with that especially since the owner is the Grantor and the Grantee of the servitude.

Will keep you informed.

Jacqueline Farabee
Environmental Resources Specialist
(504) 862-2595

Part of a World Class Workforce
Providing Consistent, Efficient, &
Effective Business Processes
to Serve the Nation.

Classification: UNCLASSIFIED

Caveats: NONE

CHECK ONE: COMPLIANCE VISIT X SITE VISIT _____
LOCATION: Allen Parish MEETING TIME: 10:00 am

DATE: July 11, 2012 BANK: GDE MITIGATION BANK

CHECKLIST FOR VISIT:

1. To look at the plantings for the bank. No monitoring reports have been submitted and the MBI was signed in April 2007.
2. To get a feel for the success of the bank.

General

The following list and specified percentages of hard and soft mast dominants and co-dominants trees were listed in the MBI (page 3).

Hard Mast (60% of total)

Dominants (70% of hard mast)

Willow Oak
Nuttall Oak

Co-Dominants (30% of hard mast)

Overcup Oak
Sweet Pecan
Bitter Pecan

Soft Mast (40% of total)

Dominants (60% of soft mast)

Sweetgum
American Elm
Common Persimmon

Co-Dominants (40% a balanced assemblage of +5 of the species below)

Sugarberry
Mayhaw
Red Mulberry
Bald Cypress
Honey Locust
American Sycamore
Green Ash
Red Maple

Planting Procedures (from page 3 of the MBI)

1. One-to-two year old bare-root seedlings obtained from a registered licensed Louisiana nursery grower and of a Louisiana eco-type species properly stored and handled to ensure viability, will

be planted in the prepared tract during the period of December 15 through March 15 (planting season). Events such as spring flooding may warrant storage of trees with planting in late spring.

Performance Standards (page 5 MBI)

In order for the Bank to be considered acceptable for mitigating wetland impacts associated with Department of the Army (DA) permits, the site vegetation, soils, and hydrology shall be restored such that the site meets wetland criteria as described in the Corps 1987 Wetlands Delineation Manual. Should future wetland delineations reveal changes in hydrology and/or vegetation that yield an increase in the amount of wetland than identified at the time of bank and/or addendum approval, additional mitigation credits commensurate with the increase in wetland acreage may be authorized. In the event the results of the wetland delineation reveals changes in hydrology and/or vegetation that yield less wetlands than identified at the time of bank and/or addendum approval, Sponsor shall investigate and propose actions to remediate the situation and/or commensurate unsold or unreleased mitigation acres/credits will be deducted from the total credits available. Additionally the following criteria are available:

A. Initial Success Criteria:

1. Hydrology: Ground surface elevations must be conducive to the establishment and support of wetland vegetation, and re-establishment and maintenance of hydric soil characteristics. To that end, designed ditches must be degraded, plugs installed, and culverts removed. The existing rice levees that were used to retain water for rice production will be leveled. Excess materials after ditches are filled along the levees will be distributed away from the levees. The south and east sides of the property will be further studied and surveyed and if necessary will be returned to its original drains.

2. Vegetation: A minimum of 50 percent or 266 planted seedlings per acre, consistent with the planted ration of hard mast to soft mast-producing species, must survive through the end of the first growing season following the planting (i.e. year 1). This criterion will apply to initial plantings as well as any subsequent replanting that may be needed.

B. Interim Success Criteria:

1. Hydrology: By Year 3, site hydrology shall be restored such that the site meets the wetland criterion as described in the Corps 1987 Wetlands Delineation Manual. Data demonstrating that wetland hydrology has been re-established is to be collected and provide by the Sponsor, and approved by CEMVN.

2. Vegetation and Vegetative Plantings:

a. For a given planting, a minimum of 300 seedlings per acre must survive through the end of the fourth year (i.e., year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, a range of

120 to 135 hard mast-producing, seedlings per acre must be present. Exotic/invasive species may not be included in this tally.

b. By Year 5 following successful attainment of the one-year survivorship criteria, the bank acreage and the perimeter of that acreage shall be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

c. Planted tracts must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of a wetland vegetation dominance is defined as a vegetation community where more than 50% of all dominant species are facultative ("FAC") or wetter, excluding FAC-plants, using "routine delineation methods" as described in the "Corps of Engineers Wetland Delineation Method", Technical Report 87-1 ("1987 Manual").

LEDGER INFORMATION:

317 credits for Bottomland Hardwoods were made available for sale on 7/24/08. 77.25 credits have been sold as of 9/8/10.

OBSERVATIONS:

1. It appears that there is a high presence of pine species and exotic species (tallow).
2. There are food plots, ponds, roads, and "fire lanes" present on the bank.
3. There is a High (game fence) enclosing the majority of the bank.

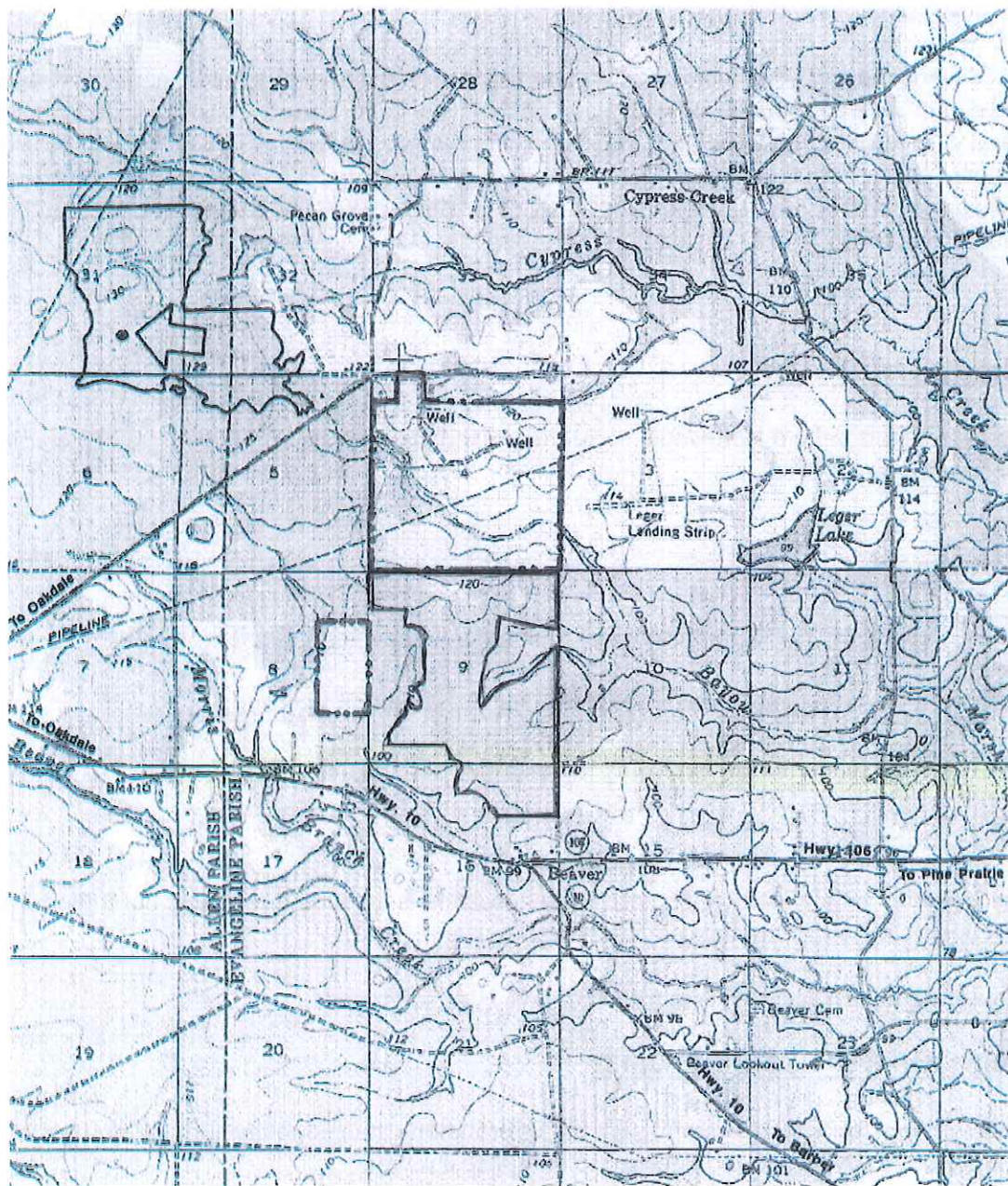
NOTES:

More information will be gathered before a final decision is made as the ledgers but it the bank does not appear to be in compliance with the banking agreement.

No Monitoring reports (as stated) in the MBI have been submitted.

RESOLUTION/OUTCOME OF VISIT:

CEMVN will look over the file along with the information gathered today and will notify the owner/sponsor of any information needed to complete a review.



EVANGELINE PARISH, LOUISIANA - SHEI



RANDOM PHOTOS OF THE BANK:



1. Driving up to the bank. A strip of the bank is to the left and not enclosed within a fence. The fence can be seen on the right with a non-vegetated area along the fence.



2. You can see the high concentration of pine trees.



3. Entry to the majority of the bank which is enclosed within a fenced area, hence cutting it off from the surrounding forested areas located on 3 sides.



4. Showing an edge of the bank enclosed within the fence.



5. A corner of the site.

Attendees:

Jacqueline Farabee-MVN

Stephen Pfeffer-MVN

Mr. Elliot (owner)

Kip Manual (POC)

L-0068



Servitudes for GDE (UNCLASSIFIED)

Farabee, Jacqueline R MVN to: Holland, Patti, Balkum, Kyle
Bordelon, Seth, Tamara Mick,
Raul Gutierrez, John Ettinger

09/12/2012 11:43 AM

3 attachments



Servitude - Copy.pdf



GDE conveyances.pdf



amended CS.pdf

Classification: UNCLASSIFIED

Caveats: NONE

Please note on number 4 of the servitude that it states that the GRANTOR specifically reserves all rights to hunting, recreation, forest management, road maintenance, mineral ownership and exploration, high fence installation and such land uses that are not in contravention of that certain Mitigation Bank interagency Agreement. As you can see the bank is enclosed by a high fence.

I will send photos in a separate e-mail.

Jacqueline Farabee
Environmental Resources Specialist
(504) 862-2595

Part of a World Class Workforce
Providing Consistent, Efficient, &
Effective Business Processes
to Serve the Nation.

Classification: UNCLASSIFIED

Caveats: NONE

Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GDE INVESTMENTS L L C

First VENDOR
GDE INVESTMENTS LA L L C

First PURCHASER
CALCASIEU/MERMENTAU WETLND CHARITABLE TRUST

Index Type : Conveyances
Type of Document : Servitude Agreement

File Number : 559707

Book : 333 **Page :** 581

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Evangeline Parish, Louisiana

On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM



Doc ID - 000821330004

Return To :

CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 28 day of JUNE, 2007, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared GDE Investments LA, L.L.C., a Louisiana limited liability company, who, after being duly sworn by me, Notary Public, (hereinafter "GRANTOR"), and who declares:

1. GRANTOR, in consideration of the mutual benefits to be derived in the establishment of the GDE Investments La, L.L.C. Mitigation Area and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, The Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

All of Section 9, less and except S ½ of S/W 1/4 T3S R2W
N ½ of NE 1/4 Section 16 T3S R2W
NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
Parish of Evangeline, State of Louisiana

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.
3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

A charitable corporation, charitable association, or charitable trust, qualified under § 501 (c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

- 1) retaining or protecting the natural, scenic, or open-space values of immovable property;
- 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use;
- 3) protecting natural resources;
- 4) maintaining or enhancing air or water quality; or

- 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.
4. Except as provided in the Mitigation Bank Interagency Agreement, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on Property; the building of roads, trails or paths on said Property; changing the elevation of or contours of said Property; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to main said Property in its natural state. GRANTOR specifically reserves all rights to hunting, recreation, forest management, road maintenance, mineral ownership and exploration, high fence installation and such other land uses that are not in contravention of that certain Mitigation Bank Interagency Agreement.
5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.
6. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph 3, above.

8. This Conservation Servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this 28 day of JUNE, 2007, at Lafayette, Louisiana.

WITNESSES:

GRANTOR:

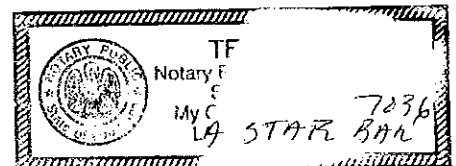
Kerry B. Osha
Print Name: Kerry B. Osha

GDE INVESTMENTS LA, L.L.C.

Greg Elliott
By: MANAGER

Jean M. Fike
Print Name: JEAN M Fike

Ted W. Hoyt
NOTARY PUBLIC
Print Name: _____
Notary ID No.: _____



WITNESSES:

GRANTEE:

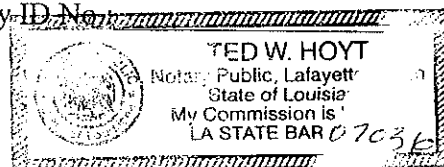
The Calcasieu/Mermentau Wetland Charitable Trust

Kerry B. Osha
Print Name: Kerry B. Osha

Greg Elliott
By: Trustee

Jean M. Fike
Print Name: JEAN M Fike

Ted W. Hoyt
NOTARY PUBLIC
Print Name: _____
Notary ID No.: _____



Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GDE INVESTMENTS L L C

First VENDOR

ELLIOTT, GREGORY DALE

First PURCHASER

CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 559706

Type of Document : Trust

Book : 333

Page : 576

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Evangeline Parish, Louisiana

On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM



Doc ID - 000821130005

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The Calcasieu/Mermentau Wetland Charitable Trust

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Before me, the undersigned Notary Public, personally came and appeared, Gregory Dale Elliot, who declared as follows:

Declaration of Trust made as of the 8th day of June, 2007, by Gregory Dale Elliott, of PMB 106,981 Highway 98 East, Suite 3, Destin, Florida 32541, who hereby declares and agrees that he has received this day from Gregory Dale Elliott, as Donor, the sum of Ten Dollars (\$10) and that they will hold and manage the same, and any additions to it, in trust, as follows:

I.

This trust shall be called The Calcasieu/Mermentau Wetland Charitable Trust.

II.

The trustee may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article III of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code.

III.

A. The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them, and the trustees may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in paragraph C, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine; and the trustees may make payments or distributions from income or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in paragraph D, in such amounts as the trustees shall from time to time select and determine without making use of any other charitable organization. The trustees may also make payments or distributions of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for charitable purposes within the meaning of that term as defined in paragraph D. Income or principal derived from contributions by corporations shall be distributed by the trustees for use solely within the United States or its possessions. No part of the net earnings of this trust shall inure or be payable to or for

the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

B. The trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustee in their discretion at any time. On such termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. The donor authorizes and empowers the trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustee is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

C. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this paragraph C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

D. In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to 1) retaining or protecting the natural, scenic, or open-space values of immovable property, 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use, 3) protecting natural resources, 4) maintaining or enhancing air or water quality; or 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Louisiana.

IV.

This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the trustees, and acknowledged by any of the trustees, provided that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article 4 (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. All instruments amending this Declaration of Trust shall be noted or kept attached to the executed original of this Declaration of Trust held by the trustees.

V.

Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. The number of trustees shall be at all times, not less than one and whenever for any reason the number is reduced to one, there shall be, and at any other time there may be, appointed one or more additional trustees. Appointments shall be made by the trustee or trustees for the time in office by written instruments signed and acknowledged. Any succeeding or additional trustee shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the trust estate jointly with the surviving or remaining trustee or trustees as if originally appointed.

None of the trustees shall be required to furnish any bond or surety. None of them shall be responsible or liable for the acts or omissions of any other of the trustees or of any predecessor or of a custodian, agent, depository or counsel selected with reasonable care.

The one or more trustees, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A trustee may, by appropriate written instrument, delegate all or any part of his or her own powers to another or others of the trustees for such delegating trustee may determine.

The trustees serving under this Declaration of Trust are authorized to pay themselves amounts for reasonable expense incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any trustee who has made a contribution to this trust ever receive any compensation thereafter.

VI.

The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article III and not otherwise.

VII.

In this Declaration of Trust and in any amendment to it, references to "trustees" mean the one or more trustees, whether original or successor, for the time being in office.

VIII.

Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may relay fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid or transferred to or upon the order of the trustees of the trust.

XI.

This Declaration of Trust is to be governed in all respects by the laws of the State of Louisiana.

WITNESSES:

TRUSTEE/SETTLOR

Kerry B. Tahan
Print Name: Kerry B. Tahan

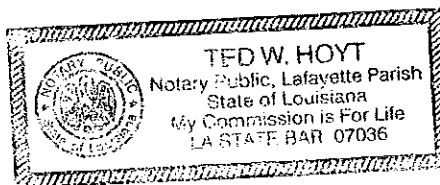
Gregory Dale Elliott
Gregory Dale Elliott

Jean M. Fike
Print Name: JEAN M. FIKE

Ted W. Hoyt
Notary Public

Print Name: _____

Notary ID No.: _____



Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

From :
GDE INVESTMENTS LA LLC

First VENDOR

GDE INVESTMENTS LA LLC

First PURCHASER

CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 567510

Type of Document : Servitude Agreement

Book : 349

Page : 429

Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Evangeline Parish, Louisiana

On (Recorded Date) : 08/15/2008

At (Recorded Time) : 10:20:31AM



Doc ID - 001680490003



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Do not Detach this Page

AMENDMENT TO CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Be it known on this 15th day of August, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

GDE INVESTMENTS LA, L.L.C., a Louisiana Limited Liability Company (hereinafter referred to as "GRANTOR"), herein represented by Gregory Elliott, Managing Member, who, after being duly sworn by me, Notary Public, declared that:

On or about June 28, 2007 GRANTOR did sign a Conservation Servitude agreement establishing a Mitigation Area pursuant to L.R.S. 9:1271 et seq transferring certain properties to the CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST (hereinafter referred to as "HOLDER") certain properties located in Evangeline Parish, Louisiana. By this act GRANTOR and HOLDER do hereby amend the original Conservation Servitude to remove that portion of the property located in Section 15, T-3-S, R-2-W as shown on paragraph number 1 on said Conservation Servitude Agreement. Therefore, we the undersigned parties do hereby amend the original Conversation Servitude Agreement so that paragraph one shall read as follows, to wit:

1. GRANTOR, in consideration of the mutual benefit to be derived in the establishment of GDE Investments, La, L.L.C. Mitigation Area and pursuant to L.R.S. 9:1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, the Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

All of Section 9, less and except S ½ of SW ¼ , T-3-S, R-2-W and N ½ and NE ¼ Section 16, T-3-S, R-2-W,
Parish of Evangeline, State of Louisiana

GRANTOR and HOLDER do hereby request that the Clerk of Court of Evangeline Parish indicate on the original Conservation Servitude which is recorded in Conveyance Book 559707 333 at page 581 of the records of the Evangeline Parish Clerk of Court this amendment to the original Conservation Servitude Agreement. Henceforth, the Conservation Servitude shall be amended as set forth herein.

THUS DONE AND SIGNED on the day, month and year first above written in the presence of the competent undersigned witnesses, and appearers, and me, Notary Public, after a due reading of the whole.

WITNESSES:

George Kipling Manuel
Printed Name: GEORGE KIPLING MANUEL

J West
Printed Name: Jessica P. West

APPEARERS:

Greg Elliott
GDE INVESTMENTS LA, L.L.C. by
Gregory Elliott, Managing Member

Greg Elliott
CALCASIEU/MERMENTA WETLAND
CHARITABLE TRUST, by Gregory
Elliott

Pamela Aucoin
NOTARY PUBLIC
Printed Name: Pamela Aucoin
Notary I.D. No.: Notary Public #35329

G D E INVESTMENTS, LA, L.L.C.
"CERTIFICATE OF MORTGAGE "

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office for TEN (10) years back from this date, there appears no evidence of any uncanceled mortgage recorded in the name(s) of:

G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT
operating upon the following property, to wit:

All of Section 9, less and except S ½ of S/W 1/4 T3S R2W.
N ½ of NE 1/4 Section 16 T3S R2W
NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
Parish of Evangeline, State of Louisiana

OTHER THAN:

N O N E

Regardless of present or past ownership of said property this certificate is made in said name(s) exactly as above given, and in no other than the name(s) for the reason that the person ordering this certificate requested it be prepared in the above given name(s).

IN FAITH WHEREOF, Witness my Official Signature and Seal of Office at Ville Platte, Louisiana, this 6TH day of MARCH, 2007 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT


DEPUTY CLERK OF COURT

G D E INVESTMENTS, LA, L.L.C.
"SUPPLEMENTAL CERTIFICATE OF MORTGAGE"

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office from MARCH 6, 2007 up to the present date, there appears no evidence of any uncanceled mortgages recorded in the name(s):

G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT

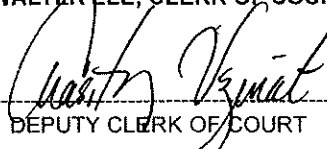
operating upon the property described in the original certificate of mortgage attached:

OTHER THAN:

N O N E

IN FAITH WHEREOF, Witness my Official Signature & Seal of Office at Ville Platte, Louisiana, this 8TH day of AUGUST, 2008 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT


DEPUTY CLERK OF COURT

L-0068



GDE Mitigation Bank Monitoring Report (UNCLASSIFIED)

Farabee, Jacqueline R MVN

Balkum, Kyle, Bordelon, Seth
to: , Holland, Patti, Tamara Mick,
Raul Gutierrez, John Ettinger

09/12/2012 12:15 PM

2 attachments



8-21-12 monitoring report GDE.pdf GDE MBI-PPW.pdf

Classification: UNCLASSIFIED

Caveats: NONE

Please review this monitoring report in comparison to the MBI. Some of the highlights are:

1. Hard mast to soft mast ratios not achieved
2. Very high percent of exotic species.
3. roads, food plots and ponds on site
4. They propose to "treat" the exotics for the 2007 planting in 2 years and the 2009 planting in 4 to 5 years.
5. Pinus taeda was not included in the species list on page 3 of the MBI and has appeared as a volunteer type.
6. Fire lanes.
7. The result section of the monitoring report clearly states that exotics are at 44%.
8. Please note when looking at the success criteria that the MBI was signed in April 2007, the first planting was done in January 2007, and the second planting was in January 2009.

I am sending copies of the servitude and amendments in a separate message due to size.

Jacqueline Farabee
Environmental Resources Specialist
(504) 862-2595

Part of a World Class Workforce
Providing Consistent, Efficient, &
Effective Business Processes
to Serve the Nation.

Classification: UNCLASSIFIED

Caveats: NONE

REC'd 8-21-12

A Templin Forestry, Inc.

P.O. Box 8170 • Alexandria, LA 71306-1180 • (318) 445-5566 • FAX (318) 445-4422

Web site: www.templinforestry.com

Email: steve@templinforestry.com

August 16, 2012

Department of the Army
Operations Division
Regulatory Branch
Attn: Jacqueline Farabee
P.O. Box 60267
New Orleans, LA 70160-0267

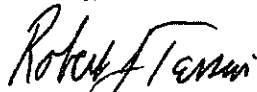
Subject: G.D.E. Investments LA, LLC; Mitigation Bank

Dear Ms. Farabee:

Per your request in a letter dated July 13, 2012, Templin Forestry was commissioned by the owners of the G.D.E. Investments LA, LLC Mitigation Bank to perform the field work and reporting needed to bring the mitigation bank into compliance with the terms of the G.D.E. Mitigation Banking Instrument. Enclosed please find two copies of the G.D.E. Investments, LA, LLC Mitigation Bank Monitoring Report for your records.

If you have any questions please feel free to contact me at (318) 451-8031 or robert@templinforestry.com.

Sincerely,



Robert J. Tassin, ACF

Vice-President/Silvicultural Contracting Manager

Enclosures

Copy: G.D.E. Investments LA, LLC

A Templin Forestry, Inc.

P.O. Box 8170 • Alexandria, LA 71306-1180 • (318) 445-5566 • FAX (318) 445-4422

Web site: www.templinforestry.com

Email: steve@templinforestry.com

Mitigation Monitoring Report

On 278.3 acres in Evangeline Parish

Prepared for: G.D.E. Investments, LA, LLC

Date of report: August 16, 2012

INTRODUCTION

A Mitigation Banking Instrument (BI) was approved and executed in April of 2007 for G.D.E. Investments LA, LLC to establish guidelines and responsibilities for the establishment, use, operation, protection, monitoring, and maintenance of the G.D.E. Investments LA, LLC Mitigation Bank. This BI also defines performance standards, monitoring protocol and remedial actions so as to ensure the mitigation bank success.

The goal of the G.D.E. Investments LA, LLC Mitigation bank was to restore an agricultural area back to a self-sustaining forested wetland ecosystem by re-establishing and maintaining functions, values, and services from historical agricultural uses of the subject property according to the plan contained in the BI.

*All of the acreage was rice fields at the time the BI was executed. The old rice levees were flattened and the dirt spread out using a tractor with a disk and a bulldozer to approximately 4 to 6 inches above grade to help retain water. No culverts were installed or removed. This has proved to be very successful in altering the hydrology back to one associated with a natural wetland as opposed to a very easy to drain and flood agricultural field. *(#2)*

At the time of the planting, fire lines (photo 6) were installed along the edges of the planted areas for protection in the event of wildfire. Portions of the mitigation bank falls inside a high fenced area (photo 2 & 8) in which the owner has food plots, feeders, and ponds for the wildlife.

In January 2007, the owner planted 244 acres with a mixture of bottomland hardwood one year old bare root seedlings. In January of 2009, an additional 181 acres was planted using a mixture of bottomland hardwood one-year-old bare root seedlings. Species planted were: Willow Oak (*Quercus phellos*), Nuttall Oak (*Quercus texana*), Overcup Oak (*Quercus lyrata*), Sweet Pecan (*Carya illinoensis*), Bitter Pecan (*Carya x lecontei*), Green Ash (*Fraxinus pennsylvanica*), Red Maple (*Acer rubrum*), Mayhaw (*Crataegus opaca*), Sugarberry (*Celtis laevigata*),

American Elm (*Ulmus americana*), and Persimmon (*Diospyros virginiana*). The trees were planted on a 9'x9' spacing yielding 538 trees per acre.

Interim success criteria state:

1. Hydrology: By Year 3, site hydrology shall be restored such that the site meets the wetland criterion as described in the Corps 1987 Wetlands Delineation Manual.
2. A) For a given planting, a minimum of 300 seedlings per acre must survive through the end of the fourth year (i.e. Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, a range of 120 to 135 hard mast-producing seedlings per acre must be present. Exotic/invasive species may not be included in this tally.

B) By Year 5 following successful attainment of the one-year survivorship criteria, the bank acreage and the perimeter of that acreage shall be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

C) Planted tracts must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of a wetland vegetation community where more than 50% of all dominant species are facultative ("FAC") or wetter, excluding FAC-plants, using "routine delineation methods: as described in the "Corps of Engineers Wetland Delineation Method," Technical Report 87-1 ("1987 Manual").

LOCATION

The Bank encompasses approximately 517.3 acres and is located off Louisiana State Highway 106 in the Community of Beaver approximately 5 miles west of Oakdale, and approximately 20 miles northwest of Ville Platte, Louisiana in

Sections 5, 8, 9, and 16, T3S, R2W in Evangeline Parish. According to the BI, with certainty 278.3 acres of the site was eligible to be restored to forested wetlands.

METHODS

In August of 2012, 12 permanent 1/50th -acre circular survey monitoring plots (photos 1 & 3) were established. These 12 plots covered a total area of .25 acres (12 x .02 acres = .24 acres). The GPS coordinates were taken at plot center of each plot and then plot center was marked using an 8-foot PVC pipe anchored with metal T posts. A map of the mitigation bank denoting the location of each plot is attached to this report (Attachment 1). All trees within the survey plot were permanently marked and numbered. The number, species, height, diameter at breast height (if applicable), and origin (planted or volunteer) of the tagged trees within each plot were documented. A spreadsheet for each individual plot listing the measurements for each plot (Attachment 2-13) is also attached to this report. The number of trees was then divided by the area of the plot to obtain the number of trees per acre.

RESULTS

A total of 80 planted trees and 164 volunteer trees were located within the 12 monitoring plots. It should be noted that 74 of the 164 volunteer trees were exotic species and do not count toward survival goals; therefore, only 90 volunteers are used in computing trees per acre. The planted trees are averaging 333 trees per acre thus resulting in a survival rate of 62% (80 trees / .24 acre = 333.33 trees per acre / 538 trees per acre planted = 62%). When the 90 volunteer trees are added with the planted trees, the Bank is averaging 708 trees per acre total (170 trees / .24 acre = 708 trees per acre). The volunteer species are comprised of mainly Sweetgum (*Liquidambar styraciflua*) and Loblolly Pine (*Pinus taeda*).

The invasive/exotic species are averaging 308 trees per acre (74 trees / .24 acre = 308 trees per acre) which equates to 44% (308 exotic trees per acre / 708 total trees per acre = 44%) of the total trees per acre. This is well above the 5% threshold, so an herbicide treatment will need to be applied to control these

stems. In the 2007 planting, the exotics make up 71% of the stems per acre, while in the 2009 planting they only account for 7% of the stems per acre. The exotics are more numerous along the edges of the mitigation bank. This is due to them moving in from adjacent properties that have a high amount of large seed bearing trees on them. The exotics do not appear to be having any effect on the growth of the other trees in the plots as the planted trees and the other volunteers are all taller than the exotics. It is recommended that the 2007 planting be treated in 2 years when the planted trees and other volunteers have reached canopy closure. By doing this, the chemical can kill any existing exotic species and the canopy closure will shade out any exotics that may germinate. If the tract were to be sprayed now, there is enough sunlight touching the forest floor that any seeds that may germinate would be free to grow. This would mean that another herbicide treatment would be needed in 2 to 3 years. The recommendation for the 2009 planting is that it also be sprayed when it reaches canopy closure in 4 to 5 years for the same reasons listed for the 2007 planting. * (#3)

Vines and other vegetation are very well established on all the plots. Vegetation that was observed includes: Goldenrod (*Solidago sp.*), Dog Fennel (*Eupatorium capillifolium*), Dewberry (*rubus sp.*), Purple Vervain (*Verbena bonariensis*), Sedges (*Cyperus sp.*), and Baccharus (*Baccharus halimifolia*).

Included with this written report is an excel spreadsheet for each individual plot listing species, height, diameter at breast height (when applicable), volunteer/planted, and exotic/natural. The gps coordinates of each plot are also given along with the year established, planting rate, herbaceous species observed, and visual cover estimates. There is also an aerial photograph of the north half and the south half of the mitigation bank showing the location of the plots, each reforested plot of the bank with the acreage and planting date, the location of the ponds, food plots, high fence, fence corners and gates, and roads. The following aerial photographs are also included:

1. Fence and establishment year location aerial map.
2. Fire line location aerial map.
3. Food plot location aerial map.

4. Road and pond location aerial map.

Labels, dimensions, and acreages are given in table form on the maps when needed.

OBSERVATIONS

All of the trees both planted and natural are healthy and appear to be thriving thanks in large part to the hydrological changes that were put in place. The majority of the area in the mitigation bank and that area that adjoins the mitigation bank is comprised of shallow areas of standing water and moist soil conditions.

There is an abundance of wildlife present (*photos 7 and 8*) and utilizing the subject property for cover and feeding. Thanks to the 19.73 acres of food plots (9.78 acres of food plots in the bank and 9.95 acres on adjoining planted areas) along with the wild game feeders (*photos 4 & 5*) that are present, there was very little browsing noted on the planted seedlings while measuring the monitoring plots. The wildlife are also utilizing the 4 ponds (*photos 4 & 5*) that are located in or near the mitigation bank. There were multiple white tail deer, turkey, raccoon, and rabbit sightings while measuring the plots. There is also an abundance of songbirds and insects using this ecosystem.

CONCLUSION

The effort to restore an agricultural area back to a self-sustaining forested wetland ecosystem by re-establishing and maintaining functions, values, and services from historical agricultural uses on the subject property appears to be working very well. The area adjacent to the mitigation bank that presently is not in the mitigation bank but has been treated the same from the beginning appears to have the same vegetation layers, vegetation characteristics, and soil conditions as the mitigation bank. The owner is well on his way to reaching his ultimate goal of a self-sustaining forested wetland ecosystem to be enjoyed by man and nature alike.

GDE Investments LA, LLC Mitigation Bank
Field Investigation Photographs
Monitoring Report August 2012

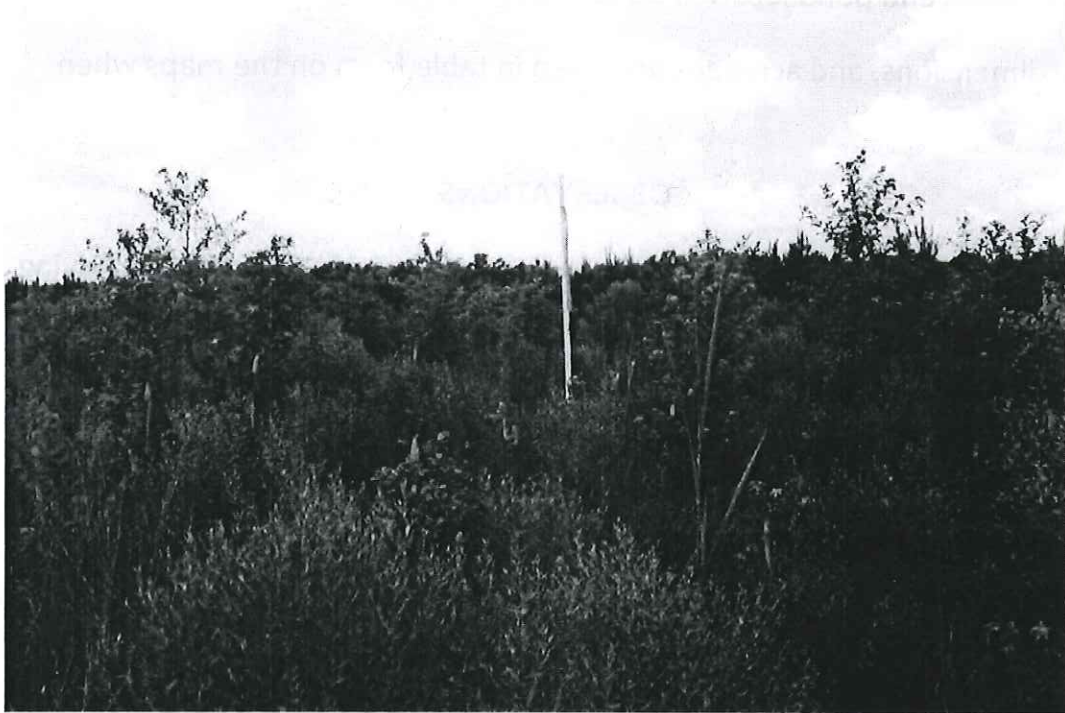


Photo1. Sample plot of 2007 hardwood mitigation planting with both planted and volunteer trees flagged.



Photo 2. High fence and fire lines around 2009 mitigation bank planting.

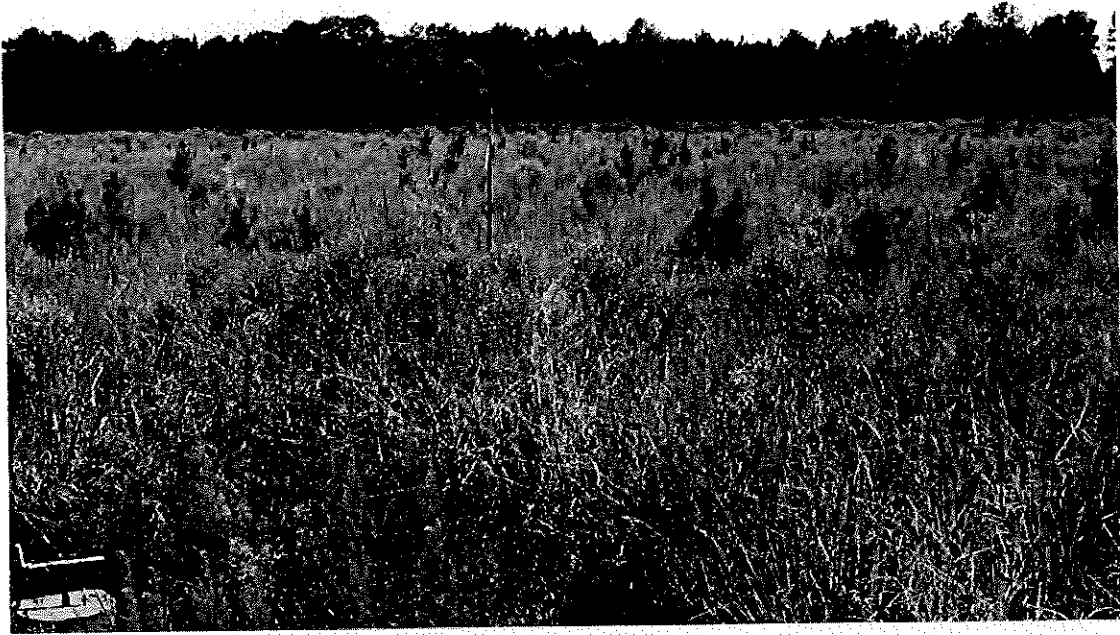


Photo 3. Sample plot of 2009 hardwood mitigation planting with both planted and volunteer trees flagged.



Photo 4. Pond with feeders along edge of mitigation bank.



Photo 5. Pond and food plot in mitigation bank.



Photo 6. Fire line between existing woods and mitigation bank.



Photo 7. Deer in food plot in mitigation bank.



Photo 8. Pair of doves sitting on high fence bordering mitigation bank.

8/16/2012

2012 GDE, LLC Mitigation Bank Monitoring Report

Plot Number:	1
GPS Coordinates:	30.80739, -92.575786
Year Established:	2009
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
1	Nuttall Oak	<i>Quercus texana</i>	2'8"		planted	no
2	Loblolly Pine	<i>Pinus taeda</i>	3'7"		volunteer	no
3	Chinese Tallowtree	<i>Triadica sebifera</i>	6'3"	0.5"	volunteer	yes
4	Nuttall Oak	<i>Quercus texana</i>	3'5"		planted	no
5	Loblolly Pine	<i>Pinus taeda</i>	2'8"		volunteer	no
6	Loblolly Pine	<i>Pinus taeda</i>	6'	1.0"	volunteer	no
7	Sweetum	<i>Liquidambar styraciflua</i>	1'7"		volunteer	no
8	Overcup Oak	<i>Quercus lyrata</i>	2'8"		planted	no
9	Nuttall Oak	<i>Quercus texana</i>	2'7"		planted	no
10	Loblolly Pine	<i>Pinus taeda</i>	4'		volunteer	no
11	Loblolly Pine	<i>Pinus taeda</i>	5'8"	0.4"	volunteer	no
12	Loblolly Pine	<i>Pinus taeda</i>	1'6"		volunteer	no
13	Loblolly Pine	<i>Pinus taeda</i>	6'10"	1.1"	volunteer	no
14	Sweetum	<i>Liquidambar styraciflua</i>	3'11"		volunteer	no
15	Loblolly Pine	<i>Pinus taeda</i>	4'2"		volunteer	no
16	Loblolly Pine	<i>Pinus taeda</i>	7'10"	1.0"	volunteer	no

Plot Statistics

Trees per Plot:	16
Total Trees per Acre:	800
Planted Trees per Acre:	200
Percent of Total trees:	25%
Survival Rate of Planted Trees:	37%
Volunteer Trees per Acre:	600
Percent of Total Trees:	75%
Exotics per Plot:	1
Exotics per Acre:	50
Percent Exotic:	6%
# of Species per Plot:	4

Herbaceous species :

Dark Green Bulrush (*Scirpe atrovirens*)
 Bluestem (*Andropogon sp.*)
 Baccharis (*Baccharis halimifolia*)
 Sedge (*Cyperus sp.*)

Visual Cover Estimates

95% ground cover
 100% Facultative

Plot Number:	2
GPS Coordinates:	30.813771, -92.576628
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
17	Sweetgum	<i>Liquidambar styraciflua</i>	7'3"	0.5"	volunteer	no
18	Chinese Tallowtree	<i>Triadica sebifera</i>	3'8"		volunteer	yes
19	Sweetgum	<i>Liquidambar styraciflua</i>	3'3"		volunteer	no
20	Sweetgum	<i>Liquidambar styraciflua</i>	4'		volunteer	no
21	Nuttall Oak	<i>Quercus texana</i>	4'		planted	no
22	Chinese Tallowtree	<i>Triadica sebifera</i>	4'2"		volunteer	yes
23	Chinese Tallowtree	<i>Triadica sebifera</i>	4'1"		volunteer	yes
24	Sweetgum	<i>Liquidambar styraciflua</i>	6'10"	0.5"	volunteer	no
25	Chinese Tallowtree	<i>Triadica sebifera</i>	3'10"		volunteer	yes
26	Sweetgum	<i>Liquidambar styraciflua</i>	6'3"	0.6"	volunteer	no
27	Sweetgum	<i>Liquidambar styraciflua</i>	4'		volunteer	no
28	Sweetgum	<i>Liquidambar styraciflua</i>	5'10"	0.3"	volunteer	no
29	Chinese Tallowtree	<i>Triadica sebifera</i>	3'3"		volunteer	yes
30	Chinese Tallowtree	<i>Triadica sebifera</i>	3'2"		volunteer	yes
31	Sweetgum	<i>Liquidambar styraciflua</i>	3'4"		volunteer	no
32	Sweetgum	<i>Liquidambar styraciflua</i>	2'6"		volunteer	no
33	Nuttall Oak	<i>Quercus texana</i>	8'	0.8"	planted	no
34	Chinese Tallowtree	<i>Triadica sebifera</i>	6'3"	0.3"	volunteer	yes
35	Nuttall Oak	<i>Quercus texana</i>	3'		planted	no
36	Chinese Tallowtree	<i>Triadica sebifera</i>	6'2"	0.3"	volunteer	yes
37	Loblolly Pine	<i>Pinus taeda</i>	3'10"		volunteer	no
38	Nuttall Oak	<i>Quercus texana</i>	8'7"	0.9"	planted	no
39	Sweetgum	<i>Liquidambar styraciflua</i>	2'5"		volunteer	no
40	Chinese Tallowtree	<i>Triadica sebifera</i>	3'		volunteer	yes
41	Chinese Tallowtree	<i>Triadica sebifera</i>	3'10"		volunteer	yes
42	Nuttall Oak	<i>Quercus texana</i>	9'	1.2"	planted	no
43	Chinese Tallowtree	<i>Triadica sebifera</i>	2'10"		volunteer	yes
44	Nuttall Oak	<i>Quercus texana</i>	12'5"	1.1"	planted	no
45	Chinese Tallowtree	<i>Triadica sebifera</i>	2'4"		volunteer	yes
46	Chinese Tallowtree	<i>Triadica sebifera</i>	5'4"	0.3"	volunteer	yes
47	Sweetgum	<i>Liquidambar styraciflua</i>	5'2"	0.3"	volunteer	no
48	Chinese Tallowtree	<i>Triadica sebifera</i>	2'		volunteer	yes
49	Nuttall Oak	<i>Quercus texana</i>	5'2"	0.3"	planted	no
50	Chinese Tallowtree	<i>Triadica sebifera</i>	5'4"	0.3"	volunteer	yes
51	Chinese Tallowtree	<i>Triadica sebifera</i>	3'4"		volunteer	yes

Plot Statistics

Trees per Plot:	35
Total Trees per Acre:	1,750
Planted Trees per Acre:	350
Percent of Total trees:	20%
Survival Rate of Planted Trees:	65%
Volunteer Trees per Acre:	1,400
Percent of Total Trees:	80%
Exotics per Plot:	16
Exotics per Acre:	800
Percent Exotic:	45%
# of Species per Plot:	3

Herbaceous species :
 Dark Green Butrush (*Scirpe atrovirens*)
 Bluestem (*Andropogon sp.*)
 Baccharus (*Baccharus halimifolia*)
 Sedge (*Cyperus sp.*)

Visual Cover Estimates
 95% ground cover
 90% Facultative

Plot Number:	3
GPS Coordinates:	30.814653, -92.579523
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
52	Green Ash	<i>Fraxinus pennsylvanica</i>	11'9"	1.3"	planted	no
53	Green Ash	<i>Fraxinus pennsylvanica</i>	12'10"	1.7"	planted	no
54	Chinese Tallowtree	<i>Triadica sebifera</i>	6'7"	0.4"	volunteer	yes
55	Chinese Tallowtree	<i>Triadica sebifera</i>	11'7"	1.3'	volunteer	yes
56	Green Ash	<i>Fraxinus pennsylvanica</i>	7'8"	0.3"	planted	no
57	Sweetgum	<i>Liquidambar styraciflua</i>	8'3"	1.0"	volunteer	no
58	Loblolly Pine	<i>Pinus taeda</i>	4'		volunteer	no
59	Green Ash	<i>Fraxinus pennsylvanica</i>	12'4"	1.2"	planted	no
60	Chinese Tallowtree	<i>Triadica sebifera</i>	10'9"	1.2"	volunteer	yes
61	Chinese Tallowtree	<i>Triadica sebifera</i>	7'6"	0.7"	volunteer	yes
62	Green Ash	<i>Fraxinus pennsylvanica</i>	11'6"	1.3"	planted	no
63	Chinese Tallowtree	<i>Triadica sebifera</i>	8'1"	0.6"	volunteer	yes
64	Loblolly Pine	<i>Pinus taeda</i>	4'9'	0.2"	volunteer	no
65	Nuttall Oak	<i>Quercus texana</i>	6'2"	0.3"	planted	no

Plot Statistics

Trees per Plot:	14
Total Trees per Acre:	700
Planted Trees per Acre:	300
Percent of Total trees:	43%
Survival Rate of Planted Trees:	56%
Volunteer Trees per Acre:	400
Percent of Total Trees:	80%
Exotics per Plot:	5
Exotics per Acre:	250
Percent Exotic:	36%
# of Species per Plot:	4

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
Dewberry (*rubus sp.*)

Visual Cover Estimates

40% ground cover
100% Facultative

Plot Number:	4
GPS Coordinates:	30.81448, -82.581017
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
66	Loblolly Pine	<i>Pinus taeda</i>	5'6"	0.3"	volunteer	no
67	Loblolly Pine	<i>Pinus taeda</i>	5'1"	0.1"	volunteer	no
68	Willow Oak	<i>Quercus phellos</i>	11'3"	1.2"	planted	no
69	Loblolly Pine	<i>Pinus taeda</i>	6'4"	0.4"	volunteer	no
70	Sweetgum	<i>Liquidambar styraciflua</i>	3'10"		volunteer	no
71	Loblolly Pine	<i>Pinus taeda</i>	3'1"		volunteer	no
72	Sweetgum	<i>Liquidambar styraciflua</i>	7'4"	0.4"	volunteer	no
73	Loblolly Pine	<i>Pinus taeda</i>	5'	0.3"	volunteer	no
74	Loblolly Pine	<i>Pinus taeda</i>	6'	0.4"	volunteer	no
75	Chinese Tallowtree	<i>Triadica sebifera</i>	3'		volunteer	yes
76	Willow Oak	<i>Quercus phellos</i>	7'6"	0.2"	planted	no
77	Chinese Tallowtree	<i>Triadica sebifera</i>	9'	0.7"	volunteer	yes
78	Chinese Tallowtree	<i>Triadica sebifera</i>	11'4"	1.0"	volunteer	yes
79	Chinese Tallowtree	<i>Triadica sebifera</i>	9'5"	1.2"	volunteer	yes
80	Loblolly Pine	<i>Pinus taeda</i>	6'1"	0.4"	volunteer	no
81	Chinese Tallowtree	<i>Triadica sebifera</i>	4'		volunteer	yes
82	Chinese Tallowtree	<i>Triadica sebifera</i>	3'4"		volunteer	yes
83	Chinese Tallowtree	<i>Triadica sebifera</i>	4'8"	0.1"	volunteer	yes
84	Chinese Tallowtree	<i>Triadica sebifera</i>	5'4"	0.4"	volunteer	yes
85	Loblolly Pine	<i>Pinus taeda</i>	10'10"	1.4"	volunteer	no
86	Loblolly Pine	<i>Pinus taeda</i>	9'9"	1.2"	volunteer	no
87	Loblolly Pine	<i>Pinus taeda</i>	7'4"	0.8"	volunteer	no
88	Loblolly Pine	<i>Pinus taeda</i>	2'4"		volunteer	no
89	Green Ash	<i>Fraxinus pennsylvanica</i>	13'8"	1.6"	planted	no
90	Chinese Tallowtree	<i>Triadica sebifera</i>	11'4"	0.8"	volunteer	yes
91	Loblolly Pine	<i>Pinus taeda</i>	11'8"	0.9"	volunteer	no
92	Red Maple	<i>Acer rubrum</i>	9'2"	0.4"	planted	no
93	Chinese Tallowtree	<i>Triadica sebifera</i>	11'3"	1.0"	volunteer	yes
94	Chinese Tallowtree	<i>Triadica sebifera</i>	12'	1.6"	volunteer	yes
95	Chinese Tallowtree	<i>Triadica sebifera</i>	5'2"	0.1"	volunteer	yes
96	Loblolly Pine	<i>Pinus taeda</i>	2'7"		volunteer	no
97	Loblolly Pine	<i>Pinus taeda</i>	2'		volunteer	no

Plot Statistics

Trees per Plot:	32
Total Trees per Acre:	1,500
Planted Trees per Acre:	200
Percent of Total trees:	13%
Survival Rate of Planted Trees:	37%
Volunteer Trees per Acre:	1,400
Percent of Total Trees:	88%
Exotics per Plot:	12
Exotics per Acre:	500
Percent Exotic:	38%
# of Species per Plot:	5

Herbaceous species:

Baccharus (*Baccharus halimifolia*)
Dewberry (*rubus sp.*)
Sedge (*Cyperus sp.*)
Goldenrod (*Solidago sp.*)
Dog Fennel (*Eupatorium capillifolium*)

Visual Cover Estimates

60% ground cover
85% Facultative

Plot Number:	5
GPS Coordinates:	30.814758, -92.584913
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
98	Green Ash	<i>Fraxinus pennsylvanica</i>	2'10"		planted	no
99	Nuttall Oak	<i>Quercus texana</i>	2'9"		planted	no
100	Green Ash	<i>Fraxinus pennsylvanica</i>	4'		planted	no
101	Sweetgum	<i>Liquidambar styraciflua</i>	6'2"	0.2"	volunteer	no
102	Overcup Oak	<i>Quercus lyrata</i>	7'4"	0.4"	planted	no
103	Sweetgum	<i>Liquidambar styraciflua</i>	2'2"		volunteer	no
104	Chinese Tallowtree	<i>Triadica sebifera</i>	4'5"		volunteer	yes
105	Overcup Oak	<i>Quercus lyrata</i>	2'2"		planted	no
106	Bitter Pecan	<i>Carya x lecontei</i>	7'4"	0.4"	planted	no

Plot Statistics

Trees per Plot:	9
Total Trees per Acre:	450
Planted Trees per Acre:	300
Pecent of Total trees:	67%
Survival Rate of Planted Trees:	56%
Volunteer Trees per Acre:	150
Percent of Total Trees:	33%
Exotics per Plot:	1
Exotics per Acre:	50
Percent Exotic:	11%
# of Species per Plot:	5

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
 Dark Green Bulrush (*Scirpe atrovirens*)
 Sedge (*Cyperus sp.*)
 Goldenrod (*Solidago sp.*)
 Dog Fennel (*Eupatorium capillifolium*)

Visual Cover Estimates

95% ground cover
 95% Facultative

Pot Number: 30.812568 -92.37837
 GPS Coordinates: 2007
 Year Established: 538
 Planting Rate (IPA):

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
107	Natal Oak	<i>Quercus laevis</i>	31"	1.9"	planted	no
108	Chinese Albion	<i>Trichostema</i>	31"		volunteer	yes
109	Loblolly Pine	<i>Pinus taeda</i>	51"	0.2"	volunteer	no
110	Chinese Albion	<i>Trichostema</i>	54"	0.2"	volunteer	yes
111	Chinese Albion	<i>Trichostema</i>	41"		volunteer	yes
112	Willow Oak	<i>Quercus laevis</i>	78"	0.5"	planted	no
113	Loblolly Pine	<i>Pinus taeda</i>	65"	0.3"	volunteer	no
114	Loblolly Pine	<i>Pinus taeda</i>	67"	0.4"	volunteer	no
115	Chinese Albion	<i>Trichostema</i>	35"	0.3"	volunteer	yes
116	Loblolly Pine	<i>Pinus taeda</i>	71"	0.4"	volunteer	no
117	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
118	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
119	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
120	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
121	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
122	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
123	Loblolly Pine	<i>Pinus taeda</i>	67"	0.4"	volunteer	no
124	Chinese Albion	<i>Trichostema</i>	35"		volunteer	yes
125	Chinese Albion	<i>Trichostema</i>	67"	0.4"	planted	no
126	Willow Oak	<i>Quercus laevis</i>	63"	0.4"	volunteer	yes
127	Chinese Albion	<i>Trichostema</i>	41"		volunteer	yes
128	Chinese Albion	<i>Trichostema</i>	65"	0.3"	volunteer	yes
129	Chinese Albion	<i>Trichostema</i>	73"	0.1"	volunteer	yes
130	Chinese Albion	<i>Trichostema</i>	41"		volunteer	yes
131	Chinese Albion	<i>Trichostema</i>	53"	0.1"	volunteer	yes
132	Chinese Albion	<i>Trichostema</i>	47"		volunteer	no
133	Loblolly Pine	<i>Pinus taeda</i>	82"	0.4"	volunteer	yes
134	Chinese Albion	<i>Trichostema</i>	51"		volunteer	yes
135	Chinese Albion	<i>Trichostema</i>	31"		volunteer	yes
136	Chinese Albion	<i>Trichostema</i>	65"	0.2"	volunteer	yes
137	Chinese Albion	<i>Trichostema</i>	65"	0.2"	volunteer	yes
138	Loblolly Pine	<i>Pinus taeda</i>	51"	0.3"	volunteer	yes
139	Chinese Albion	<i>Trichostema</i>	51"	0.3"	volunteer	yes
140	Chinese Albion	<i>Trichostema</i>	58"	0.2"	volunteer	yes
141	Chinese Albion	<i>Trichostema</i>	33"		volunteer	no
142	Swamp	<i>Quercus laevis</i>	37"		volunteer	no
143	Loblolly Pine	<i>Pinus taeda</i>	31"	1.1"	planted	no
144	Chinese Albion	<i>Trichostema</i>	37"		volunteer	no
145	Loblolly Pine	<i>Pinus taeda</i>	37"	1.2"	planted	no
146	Natal Oak	<i>Quercus laevis</i>	61"		volunteer	yes
147	Chinese Albion	<i>Trichostema</i>	37"		volunteer	no
148	Loblolly Pine	<i>Pinus taeda</i>	65"	0.7"	volunteer	no
149	Loblolly Pine	<i>Pinus taeda</i>	47"		volunteer	no
150	Loblolly Pine	<i>Pinus taeda</i>	75"	1.1"	planted	no
151	Loblolly Pine	<i>Pinus taeda</i>	45"		volunteer	no
152	Chinese Albion	<i>Trichostema</i>	56"	0.2"	volunteer	yes
153	Chinese Albion	<i>Trichostema</i>	45"		volunteer	no
154	Loblolly Pine	<i>Pinus taeda</i>	61"	1.0"	volunteer	no
155	Loblolly Pine	<i>Pinus taeda</i>	47"	0.7"	volunteer	no
156	Chinese Albion	<i>Trichostema</i>	45"		volunteer	yes
157	Chinese Albion	<i>Trichostema</i>	57"	0.1"	volunteer	yes

Piet Statistics

Trees per Plot:	51
Total Trees per Acre:	2,550
Planted Trees per Acre:	300
Percent of Total Trees:	12%
Survival Rate of Planted Trees:	96%
Volunteer Trees per Acre:	2,250
Percent of Total Trees:	88%
Exotics per Plot:	30
Exotics per Acre:	1,500
Percent Exotic:	5%
# of Species per Plot:	5

Herbaceous species:
Asplenium (Asplenium nidus)
Pteris (Pteris aquilina)
Polypodium (Polypodium scolopendria)
Adiantum (Adiantum species)
Calceolarius (Calceolarius species)
Epiphyllum (Epiphyllum species)

Visual Cover Estimates
 90% ground cover
 95% foliage

Plot Number:	7
GPS Coordinates:	30.807952, -92.57384
Year Established:	2009
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	D9H (inches)	Establishment Type	Exotic Species
158	Nuttall Oak	<i>Quercus texana</i>	1'		planted	no
159	Loblolly Pine	<i>Pinus taeda</i>	3'3"		volunteer	no
160	Nuttall Oak	<i>Quercus texana</i>	1'5"		planted	no
161	Nuttall Oak	<i>Quercus texana</i>	1'8"		planted	no
162	Loblolly Pine	<i>Pinus taeda</i>	3'		volunteer	no
163	Loblolly Pine	<i>Pinus taeda</i>	2'3"		volunteer	no
164	Loblolly Pine	<i>Pinus taeda</i>	4'5"		volunteer	no
165	Loblolly Pine	<i>Pinus taeda</i>	6'5"	0.4"	volunteer	no
166	Loblolly Pine	<i>Pinus taeda</i>	5'1"	0.2"	volunteer	no
167	Nuttall Oak	<i>Quercus texana</i>	1'5"		planted	no
168	Loblolly Pine	<i>Pinus taeda</i>	2'8"		volunteer	no
169	Loblolly Pine	<i>Pinus taeda</i>	7'5"	1.2"	volunteer	no
170	Loblolly Pine	<i>Pinus taeda</i>	3'8"		volunteer	no
171	Nuttall Oak	<i>Quercus texana</i>	1'7"		planted	no
172	Loblolly Pine	<i>Pinus taeda</i>	2'		volunteer	no
173	Loblolly Pine	<i>Pinus taeda</i>	1'10"		volunteer	no
174	Loblolly Pine	<i>Pinus taeda</i>	2'		volunteer	no
175	Loblolly Pine	<i>Pinus taeda</i>	10'	1.3"	volunteer	no
176	Sweet Pecan	<i>Carya illinoensis</i>	1'4"		planted	no
177	Loblolly Pine	<i>Pinus taeda</i>	9'4"	1.3"	volunteer	no
178	Sweetgum	<i>Liquidambar styraciflua</i>	1'6"		volunteer	no
179	Loblolly Pine	<i>Pinus taeda</i>	6'1"	0.7"	volunteer	no
180	Nuttall Oak	<i>Quercus texana</i>	1'		planted	no
181	Nuttall Oak	<i>Quercus texana</i>	1'8"		planted	no
182	Loblolly Pine	<i>Pinus taeda</i>	5'5"	0.2"	volunteer	no
183	Chinese Tallowtree	<i>Triadica sebifera</i>	1'5"		volunteer	yes
184	Bitter Pecan	<i>Carya x lecontei</i>	2'2"		planted	no
185	Loblolly Pine	<i>Pinus taeda</i>	5'9"	0.4"	volunteer	no
186	Loblolly Pine	<i>Pinus taeda</i>	5'6"	0.4"	volunteer	no

Plot Statistics

Trees per Plot:	29
Total Trees per Acre:	1,450
Planted Trees per Acre:	450
Percent of Total trees:	31%
Survival Rate of Planted Trees:	84%
Volunteer Trees per Acre:	1,000
Percent of Total Trees:	69%
Exotics per Plot:	1
Exotics per Acre:	53
Percent Exotic:	3%
# of Species per Plot:	5

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
 Dewberry (*Rubus sp.*)
 Sedge (*Cyperus sp.*)
 Goldenrod (*Solidago sp.*)
 Dog Fennel (*Eupatorium capitatum*)

Visual Cover Estimates
 95% ground cover
 95% Facultative

Plot Number:	8
GPS Coordinates:	30.8415333, -92.57811
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
187	Willow Oak	<i>Quercus phellos</i>	7'7"	0.5"	planted	no
188	Willow Oak	<i>Quercus phellos</i>	7'4"	0.4"	planted	no
189	Willow Oak	<i>Quercus phellos</i>	8'8"	1.0"	planted	no
190	Willow Oak	<i>Quercus phellos</i>	9'9"	0.8"	planted	no
191	Chinese Tallowtree	<i>Triadica sebifera</i>	8'2"	0.4"	volunteer	yes
192	Nuttall Oak	<i>Quercus texana</i>	2'9"		planted	no
193	Overcup Oak	<i>Quercus lyrata</i>	3'2"		planted	no
194	Persimmon	<i>Diospyros virginiana</i>	2'		planted	no
195	Persimmon	<i>Diospyros virginiana</i>	1'5"		planted	no
196	Chinese Tallowtree	<i>Triadica sebifera</i>	2'4"		volunteer	yes
197	Willow Oak	<i>Quercus phellos</i>	8'5"	0.9"	planted	no
198	Willow Oak	<i>Quercus phellos</i>	3'7"		planted	no
199	Chinese Tallowtree	<i>Triadica sebifera</i>	4'11"	0.2"	volunteer	yes
200	Chinese Tallowtree	<i>Triadica sebifera</i>	4'		volunteer	yes

Plot Statistics

Trees per Plot:	14
Total Trees per Acre:	700
Planted Trees per Acre:	500
Pecent of Total trees:	71%
Survival Rate of Planted Trees:	93%
Volunteer Trees per Acre:	200
Percent of Total Trees:	29%
Exotics per Plot:	4
Exotics per Acre:	200
Percent Exotic:	29%
# of Species per Plot:	4

Herbaceous species :

Baccharus (Baccharus halimifolia)
 Dewberry (*rubus sp.*)
 Sedge (*Cyperus sp.*)
 Goldenrod (*Solidago sp.*)
 Dog Fennel (*Eupatorium capillifolium*)
 Purple vervain (*verbena bonariensis*)

Visual Cover Estimates

95% ground cover
 95% Facultative

Plot Number:	9
GPS Coordinates:	30.80233, -92.570583
Year Established:	2009
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
201	Willow Oak	<i>Quercus phellos</i>	5'	0.1"	planted	no
202	Willow Oak	<i>Quercus phellos</i>	5'2"	0.2"	planted	no
203	Nuttall Oak	<i>Quercus texana</i>	5'7"	0.2"	planted	no
204	Willow Oak	<i>Quercus phellos</i>	6'7"	0.3"	planted	no

Plot Statistics

Trees per Plot:	4
Total Trees per Acre:	200
Planted Trees per Acre:	200
Pecent of Total trees:	100%
Survival Rate of Planted Trees:	37%
Volunteer Trees per Acre:	0
Percent of Total Trees:	0%
Exotics per Plot:	0
Exotics per Acre:	-
Percent Exotic:	0
# of Species per Plot:	2

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
 Dewberry (*rubus sp.*)
 Sedge (*Cyperus sp.*)
 Goldenrod (*Solidago sp.*)
 Dog Fennel (*Eupatorium capillifolium*)
 Purple vervain (*verbena bonariensis*)

Visual Cover Estimates

95% ground cover
 95% Facultative

Plot Number:	10
GPS Coordinates:	30.803325, -92.573417
Year Established:	2009
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
205	Willow Oak	<i>Quercus phellos</i>	6'1"	0.2"	planted	no
206	Chinese Tallowtree	<i>Triadica sebifera</i>	2'		volunteer	yes
207	Chinese Tallowtree	<i>Triadica sebifera</i>	2'		volunteer	yes
208	Chinese Tallowtree	<i>Triadica sebifera</i>	2'6"		volunteer	yes
209	Overcup Oak	<i>Quercus lyrata</i>	1'		planted	no
210	Bitter Pecan	<i>Carya x lecontei</i>	4'4"		planted	no
211	Willow Oak	<i>Quercus phellos</i>	4'6"		planted	no
212	Willow Oak	<i>Quercus phellos</i>	4'7"		planted	no
213	Green Ash	<i>Fraxinus pennsylvanica</i>	2'10"		planted	no
214	Loblolly Pine	<i>Pinus taeda</i>	4'		volunteer	no
215	Green Ash	<i>Fraxinus pennsylvanica</i>	1'7"		planted	no
216	Green Ash	<i>Fraxinus pennsylvanica</i>	3'3"		planted	no

Plot Statistics

Trees per Plot:	12
Total Trees per Acre:	600
Planted Trees per Acre:	400
Percent of Total trees:	67%
Survival Rate of Planted Trees:	74%
Volunteer Trees per Acre:	200
Percent of Total Trees:	33%
Exotics per Plot:	3
Exotics per Acre:	150
Percent Exotic:	25%
# of Species per Plot:	5

Herbaceous species :

Baccharus (Baccharus halimifolia)
 Dewberry (*rubus sp.*)
 Sedge (*Cyperus sp.*)
 Goldenrod (*Solidago sp.*)
 Dog Fennel (*Eupatorium capillifolium*)
 Purple vervain (*verbena bonariensis*)

Visual Cover Estimates

95% ground cover
 95% Facultative

Plot Number:	11
GPS Coordinates:	30.803582, -92.576458
Year Established:	2009
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
217	Willow Oak	<i>Quercus phellos</i>	2'8"		planted	no
218	Sweet Pecan	<i>Carya illinoensis</i>	2'10"		planted	no
219	Loblolly Pine	<i>Pinus taeda</i>	2'		volunteer	no
220	Loblolly Pine	<i>Pinus taeda</i>	4'4"		volunteer	no
221	Loblolly Pine	<i>Pinus taeda</i>	4'		volunteer	no
222	Willow Oak	<i>Quercus phellos</i>	6'11"	0.2"	planted	no
223	Willow Oak	<i>Quercus phellos</i>	5'10"	0.2"	planted	no
224	Willow Oak	<i>Quercus phellos</i>	5'7"	0.2"	planted	no
225	Loblolly Pine	<i>Pinus taeda</i>	7'1"	0.3"	volunteer	no
226	Willow Oak	<i>Quercus phellos</i>	5'7"	0.2"	planted	no
227	Loblolly Pine	<i>Pinus taeda</i>	6'	0.3"	volunteer	no
228	Willow Oak	<i>Quercus phellos</i>	4'7"	0.2"	planted	no
229	Loblolly Pine	<i>Pinus taeda</i>	3'		volunteer	no
230	Loblolly Pine	<i>Pinus taeda</i>	3'		volunteer	no
231	Loblolly Pine	<i>Pinus taeda</i>	3'11"		volunteer	no
232	Willow Oak	<i>Quercus phellos</i>	2'9"		planted	no
233	Loblolly Pine	<i>Pinus taeda</i>	4'3"		volunteer	no

Plot Statistics

Trees per Plot:	17
Total Trees per Acre:	850
Planted Trees per Acre:	400
Percent of Total trees:	47%
Survival Rate of Planted Trees:	74%
Volunteer Trees per Acre:	450
Percent of Total Trees:	56%
Exotics per Plot:	0
Exotics per Acre:	-
Percent Exotic:	0%
# of Species per Plot:	3

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
 Dewberry (*rubus sp.*)
 Sedge (*Cyperus sp.*)
 Dog Fennel (*Eupatorium capillifolium*)
 Purple vervain (*verbena bonariensis*)

Visual Cover Estimates

95% ground cover
 95% Facultative

Plot Number:	12
GPS Coordinates:	30.803597, -92.571197
Year Established:	2007
Planting Rate (TPA):	538

Tree Number	Species	Scientific Name	Total Height (feet)	DBH (inches)	Establishment Type	Exotic Species
234	Persimmon	<i>Diospyros virginiana</i>	8'2"	0.3"	planted	no
235	Overcup Oak	<i>Quercus lyrata</i>	7'2"	0.3"	planted	no
236	Chinese Tallowtree	<i>Triadica sebifera</i>	4'		volunteer	yes
237	Loblolly Pine	<i>Pinus taeda</i>	5'8"	0.2"	volunteer	no
238	Loblolly Pine	<i>Pinus taeda</i>	6'9"	0.2"	volunteer	no
239	Persimmon	<i>Diospyros virginiana</i>	7'9"	0.4"	planted	no
240	Green Ash	<i>Fraxinus pennsylvanica</i>	10'5"	0.6"	planted	no
241	Nuttall Oak	<i>Quercus texana</i>	7'2"	0.3"	planted	no
242	Overcup Oak	<i>Quercus lyrata</i>	8'3"	0.4"	planted	no
243	Persimmon	<i>Diospyros virginiana</i>	11'2"	1.2"	planted	no
244	Overcup Oak	<i>Quercus lyrata</i>	5'8"	0.7"	planted	no

Plot Statistics

Trees per Plot:	11
Total Trees per Acre:	550
Planted Trees per Acre:	400
Percent of Total trees:	73%
Survival Rate of Planted Trees:	74%
Volunteer Trees per Acre:	150
Percent of Total Trees:	27%
Exotics per Plot:	1
Exotics per Acre:	50
Percent Exotic:	9%
# of Species per Plot:	5

Herbaceous species :

Baccharus (*Baccharus halimifolia*)
 Dewberry (*rubus sp.*)
 Sedge (*Cyperus sp.*)
 Dog Fennel (*Eupatorium capillifolium*)
 Purple vervain (*verbena bonariensis*)

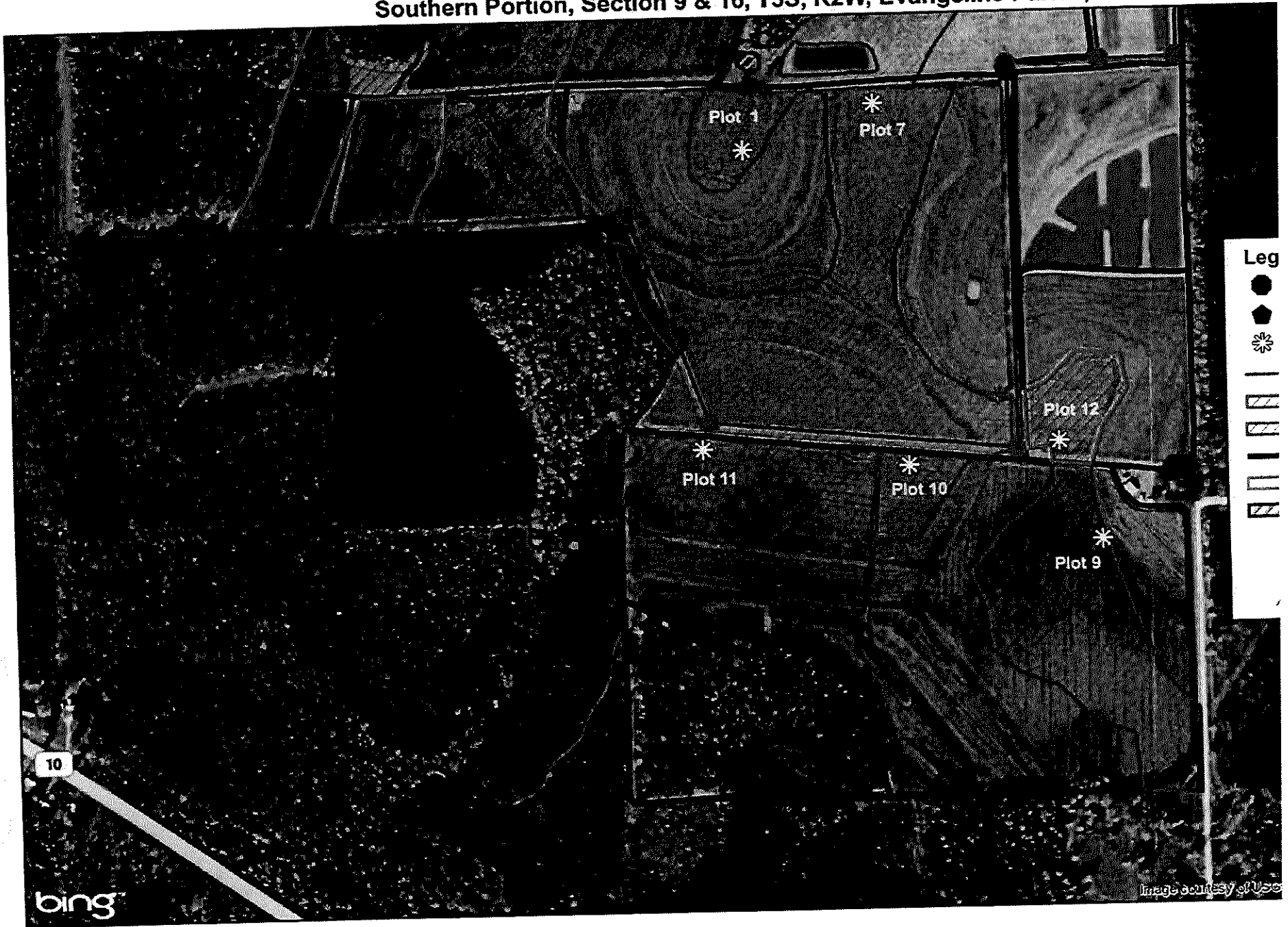
Visual Cover Estimates

90% ground cover
 95% Facultative

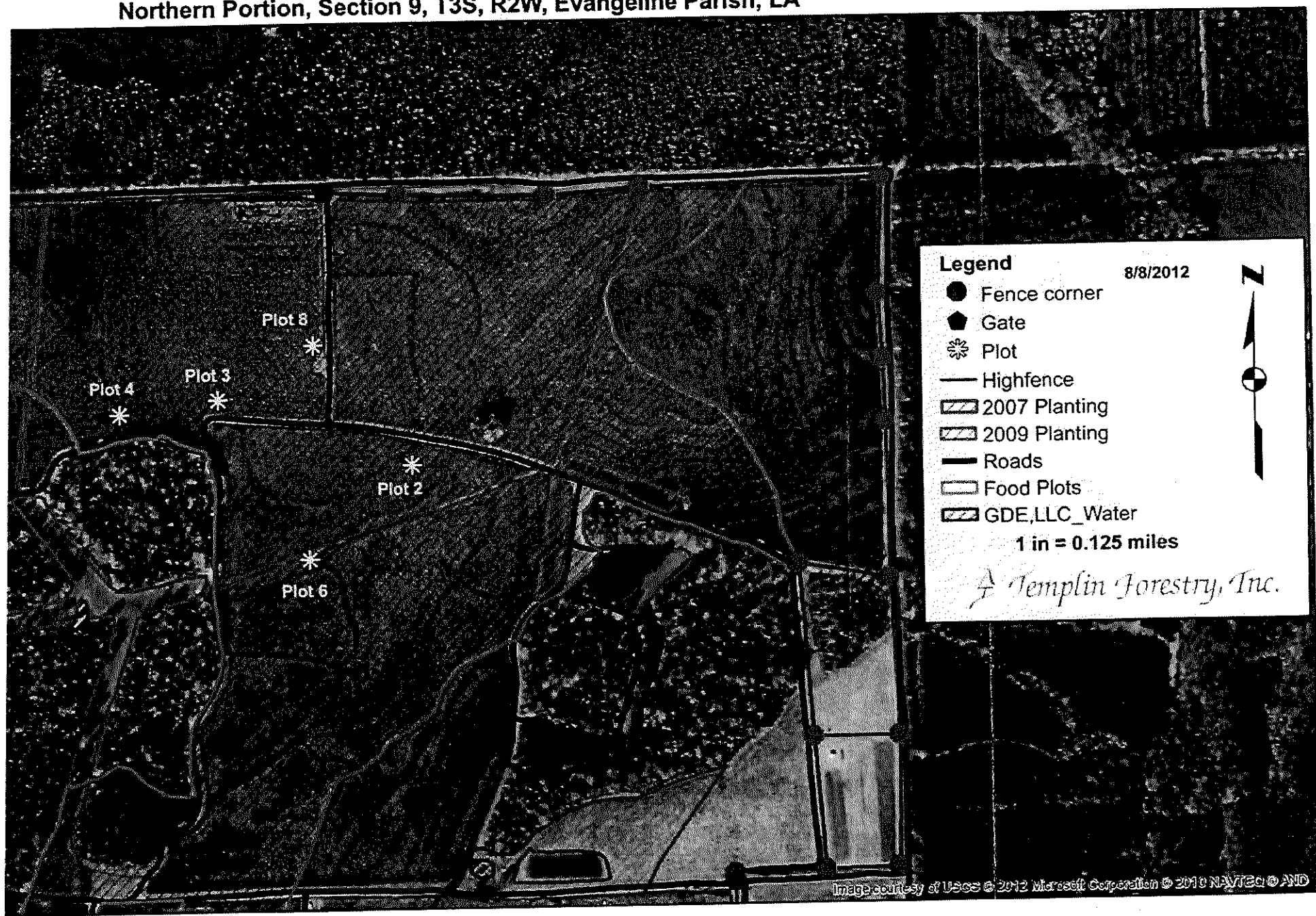
GDE Investments LA, LLC Mitigation Bank
Northern Portion, Section 9, T3S, R2W, Evangeline Parish, LA



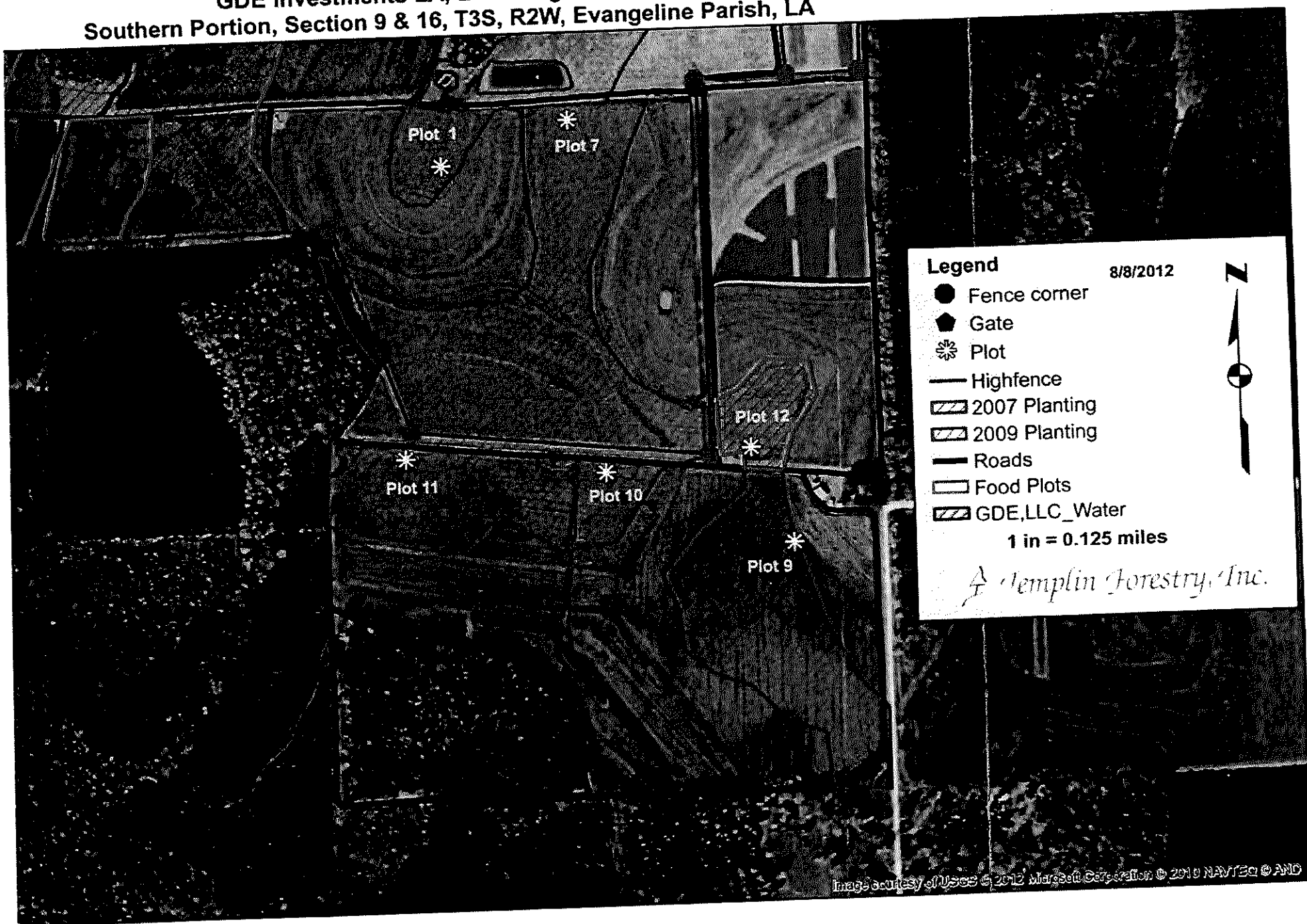
GDE Investments LA, LLC Mitigation Bank
Southern Portion, Section 9 & 16, T3S, R2W, Evangeline Parish, LA



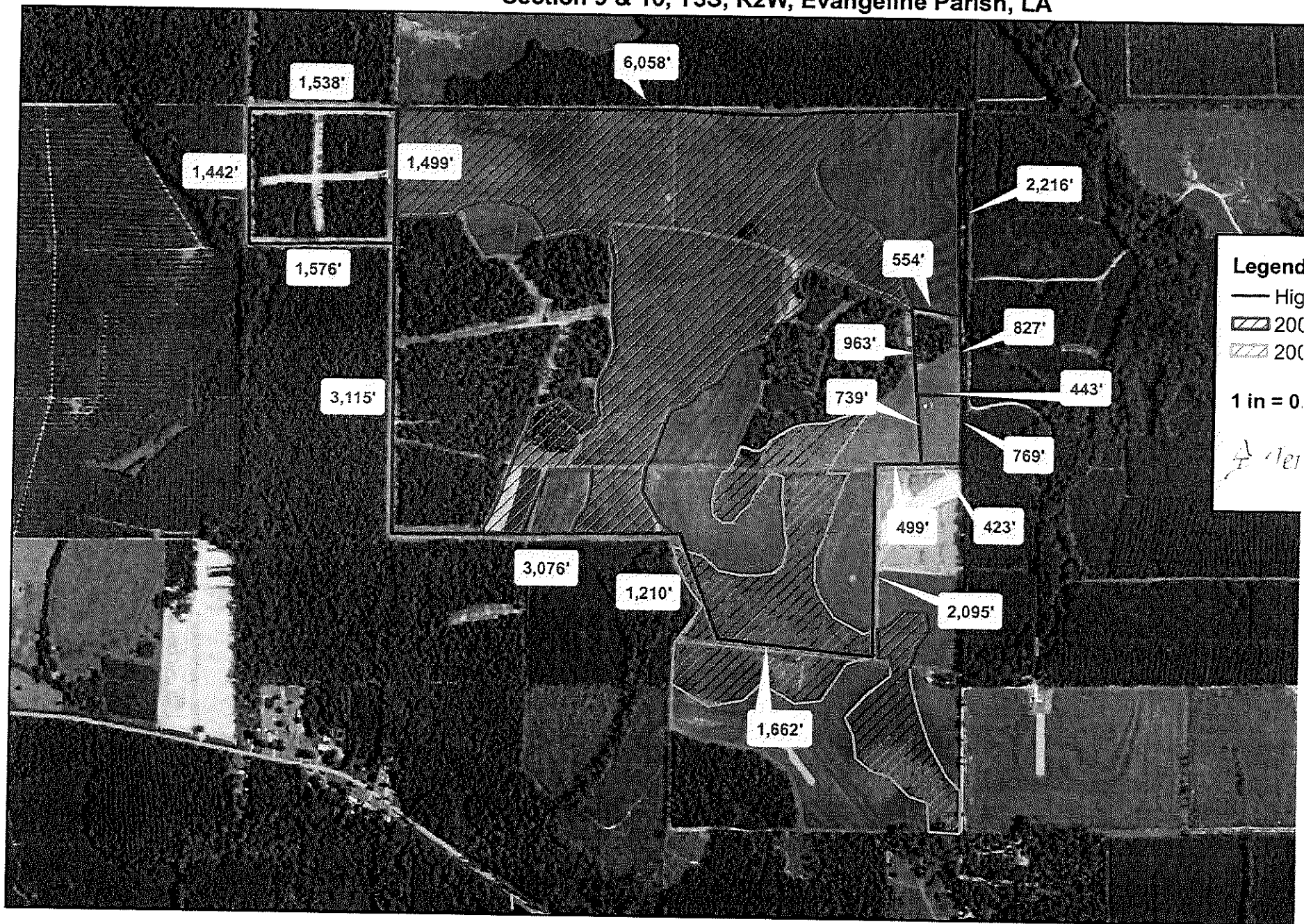
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Northern Portion, Section 9, T3S, R2W, Evangeline Parish, LA



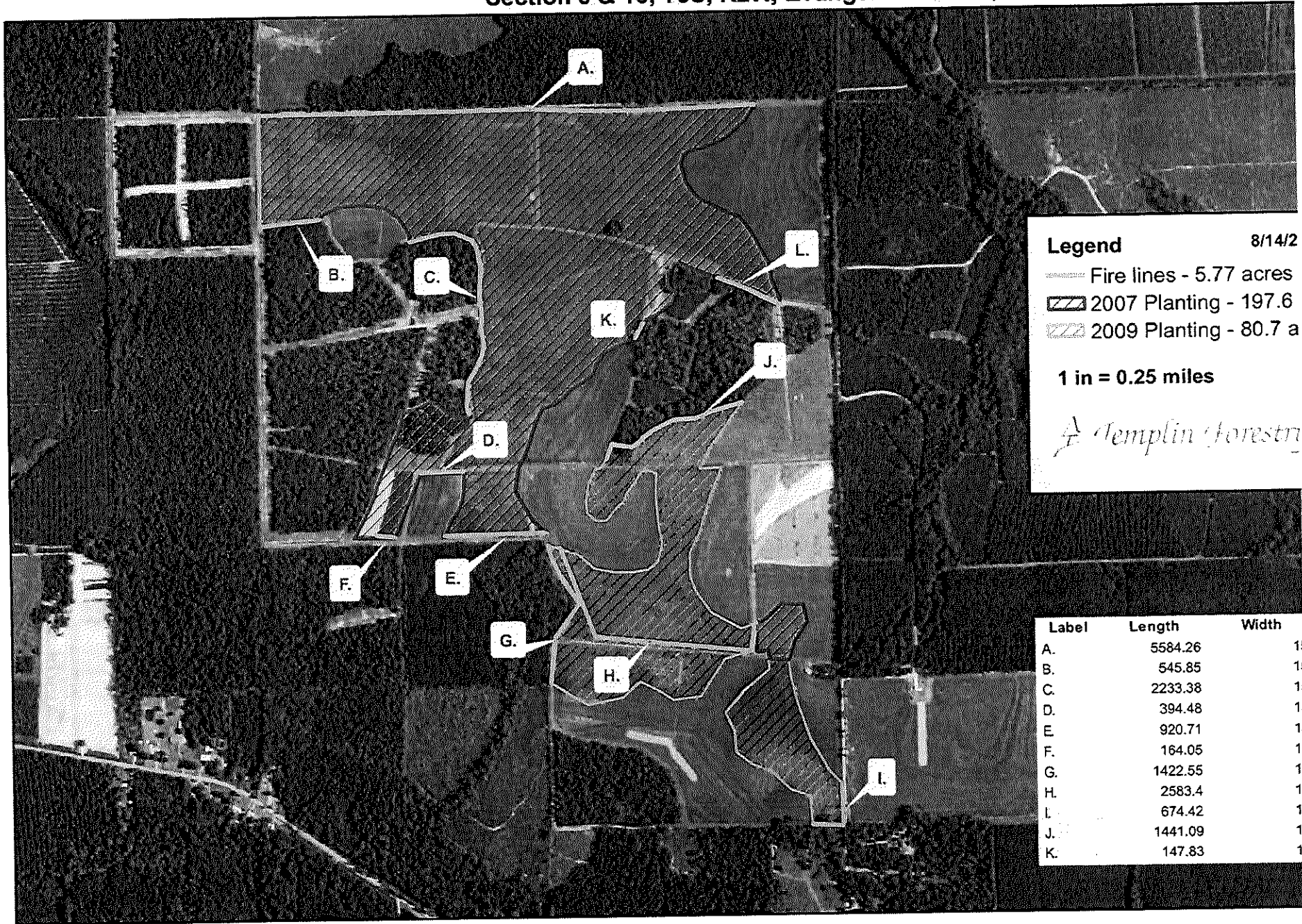
GDE Investments LA, LLC Mitigation Bank
Southern Portion, Section 9 & 16, T3S, R2W, Evangeline Parish, LA



GDE Investments LA, LLC Mitigation Bank
Section 9 & 16, T3S, R2W, Evangeline Parish, LA



**GDE Investments LA, LLC Mitigation Bank
Section 9 & 16, T3S, R2W, Evangeline Parish, LA**

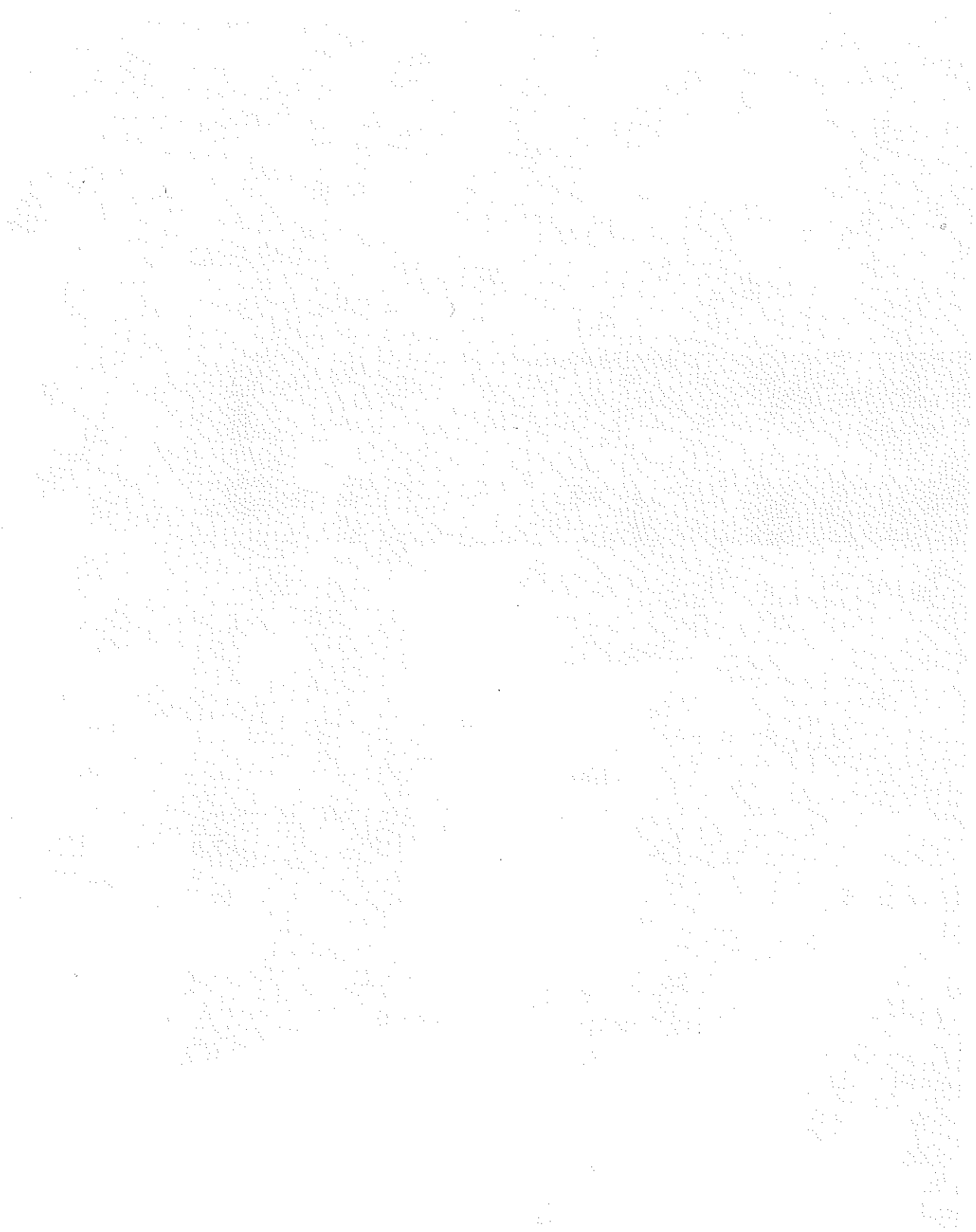


**GDE Investments LA, LLC Mitigation Bank
Section 9 & 16, T3S, R2W, Evangeline Parish, LA**



GDE Investments LA, LLC Mitigation Bank Section 9 & 16, T3S, R2W, Evangeline Parish, LA





MITIGATION BANKING INSTRUMENT

**G.D.E. Investments LA, LLC
Mitigation Bank**

Bottomland Hardwood Restoration Project

Near Oakdale, Louisiana in Evangeline Parish

Sponsored By:

G.D.E. Investments LA, LLC

Mitigation Bank Interagency Agreement
G.D.E. Investments LA, LLC
Near Oakdale, Louisiana in Evangeline Parish

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Mitigation Banking Instrument
For G.D.E. Investments LA, LLC Mitigation Bank in
Evangeline Parish, near Oakdale, Louisiana

I PURPOSE OF BANKING INSTRUMENT

This Mitigation Banking Instrument (BI) dated and effective upon execution by the U.S. Army, Corps of Engineers, New Orleans District and consistent with federal authorities (Attachment 1), is an agreement made and entered into by G.D.E. Investments LA, LLC (Sponsor) and the Interagency Review Banking Team (IRT) composed of the U.S. Army Corps of Engineers New Orleans District (CEMVN), the U.S. Environmental Protection Agency (EPA), the U.S. Fish and Wildlife Service (FWS), and the Louisiana Department of Wildlife and Fisheries (LDWF). The purpose of this BI is to establish guidelines and responsibilities for the establishment, use, operation, protection, monitoring and maintenance of the G.D.E. Investments LA, LLC Mitigation Bank (Bank). The rehabilitation/preservation of wetland habitats on the Bank will be used as compensatory mitigation for unavoidable impacts to waters of the United States, including wetlands, that result from activities authorized under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, provided such activities have met all applicable requirements and are authorized by the appropriate authority. This BI also defines performance standards, monitoring protocol and remedial actions so as to ensure the mitigation bank success.

II LOCATION AND OWNERSHIP OF THE BANK

The Bank encompasses approximately 517.3 acres and is located off Louisiana State Highway 106 in the Community of Beaver approximately 5 miles west of Oakdale, and approximately 20 miles northwest of Ville Platte, Louisiana in Sections 5, 8, 9 and 16, T3S, R2W in Evangeline Parish (attachment 2a). With certainty, 278.3 acres of the site can be restored to forested wetlands. Additional areas within the Bank will be planted and may eventually be restored to wetlands. The Bank borders 655 acres of Louisiana Wildlife and Fisheries property on the north and west. This acreage has returned to its natural state. The Lonesome Dove Mitigation Area Bank consisting of 636 acres also borders the LDWF property and the proposed new Bank. These three tracts, totaling 1,808 acres of forestland, would be protected in perpetuity for extensive habitat for various wildlife and wetland resources.

The Sponsor is the legal owner of the lands encompassed by the Bank. There are no other recorded liens, encumbrances, easements, servitudes, or restrictions that have been identified on the portion of the property proposed for wetland re-establishment; therefore, no known conflicts exist with the conservation purposes of the Bank. Further, the subject Bank lands will not be identified as collateral in other business transactions.

III GOALS AND OBJECTIVES

The goal of the Bank is to restore an agricultural area to a self-sustaining forested wetland ecosystem by re-establishing and maintaining wetland functions, values, and services from historical agricultural uses of the subject property according to the plan contained in this BI.

The added value to the Mermentau Basin from this project includes increased forested wetland habitat for resident and migratory wildlife, decreased fragmentation of forested wetlands, increased storm water attenuation and water purification, increased transpiration within the hydrologic cycle, increased sequestration of carbon and other materials in the planted trees, and increased output of detritus to downstream fisheries resources. In the future, as more areas are developed within the drainage area (agriculturally, commercially and/or residentially), the Bank will provide a greater functional value to the reduction of flooding and point source pollution within the Mermentau drainage basin.

A. Baseline Conditions:

1. Current land use: The property is currently used for agricultural purposes. It is and has been used to produce rice, crawfish, and other crops.

2. Existing Soils: Based on the soil survey of Evangeline Parish (Attachment 2c), the major soil type (approximately 90-95%) is Caddo-Messer Complex (Ca) and a small amount is Caddo-Messer Complex, undulating (CaB). About 5-8% comprises of Guyton silt loam, occasionally flooded (Gu). All of these soils are on the list of Louisiana Hydric soils. A description of each is listed below.

a. Caddo-Messer Complex (Ca)-These nearly level, poorly drained and moderately well drained soils are in broad areas in the northwestern part of the parish. The wet Caddo soil makes up about 60 percent of the acreage, and the Messer soil 30 percent. Permeability and runoff are slow. Available water capacity is high.

b. Caddo-Messer Complex, undulating (CaB)-These poorly drained and moderately well drained soils are in the northwestern part of the parish. The Caddo soil makes up about 40 percent of the acreage, and the Messer soil 35 percent.

c. Guyton silt loam, occasionally flooded (Gu)-This soil is in depressions. It is wet for a long period after a rain. It is covered with as much as 1 foot of water for long periods during winter and spring.

3. Existing Hydrology: Surface water is removed from the proposed mitigation area via field ditches and drains into Bayou Marsh on the east side, and an unnamed drainage on the west side which flows into Beaver Creek which drains into Boggy Bayou which empties into Bayou Nezpique.

B. Site Restoration Plan:

1. Vegetative Restoration: The Sponsor will re-establish and maintain wetland habitats in compliance with the provisions of this BI on 278.3 acres. The re-establishment and maintenance of wetland habitat on the bank property will require that the Sponsor plant those areas previously cleared for agricultural purposes with seedlings representative of a species assemblage historically common to the hardwood forests of the Mississippi River alluvial valley.

a. Planting Schedule: One- to two-year old bare-root seedlings obtained from a registered licensed Louisiana nursery grower and of a Louisiana eco-type species properly stored and handled to ensure viability, will be planted in the prepared tract during the period of December 15 through March 15 (planting season). Events such as flooding may warrant cold storage of trees with planting in late spring.

b. Density: Chinese tallow invasion and prevailing drought conditions have necessitated planting on a higher density than 12-foot centers. To assure sufficient seedlings, the trees-per-acre requirement has been increased to 9-foot centers. This will result in an initial density of approximately 538 trees per acre. At one year, a 50% survival rate would mean a density of approximately 266 planted seedlings per acre.

c. Tree Species Composition: Considering historical pre-settlement forests in the Mississippi River Valley had a hard to soft mast ratio of 40/60, a hard mast component of 50 percent will be targeted. Realizing that soft mast will naturally establish itself to some extent (mostly within the first 200 yards of the seed wall), a greater percentage of hard mast to soft mast should be planted initially. However, monitoring efforts indicate that hard mast has a higher survival rate than planted soft mast, so an initial planting ratio of hard to soft mast of 60/40 is proposed. The following list and specified percentages of hard and soft mast dominants and co-dominants trees would be acceptable for the Bank.

Hard Mast (60% of total)

Dominants (70% of hard mast)

Willow Oak
Nuttall Oak

Co-Dominants (30% of hard mast)

Overcup Oak
Sweet Pecan
Bitter Pecan

Soft Mast (40% of total)

Dominants (60% of soft mast)

Sweetgum
American elm
Common Persimmon

Co-Dominants (40%, a balanced assemblage of + 5 of the species below)

Sugarberry
Mayhaw
Red Mulberry
Bald Cypress
Honey Locust
American Sycamore
Green Ash
Red Maple

2. Invasive/exotic vegetation control: Invasive/exotic vegetation, such as black willow (*Salix nigra*), privet (*Ligustrum* spp) or Chinese tallow (*Triadica sebifera*), in existing forested areas will be treated and monitored to prevent re-colonization. The planted sites will be treated, on an as-needed basis, by the use of mechanical or chemical control or some combination thereof in order to control exotic/invasive species colonization or other plant competition (approximately 5% or less of the overstory vegetation on an acre-by-acre basis).

3. Hydrology: Internal drainage swales will be re-contoured, plugs installed, and culverts removed as necessary. Other culverts will be maintained open and functioning as necessary. Site hydrology is similar to that occurring on two adjacent properties which have restored to wetland conditions after having a long cropping history. The Lonesome Dove Mitigation Bank was restored following similar restoration activities proposed on the Property. The Louisiana Department of Wildlife and Fisheries property reverted to wetlands upon abandonment of the site. No work was required on this site.

IV. SCOPE OF RESPONSIBILITIES

A. Sponsor:

The Sponsor agrees to perform all necessary work to re-establish wetland functions and maintain wetland habitats in accordance with the provisions of this BI. The Sponsor will be responsible for maintaining accounting records, notifying the IRT of credit sales, monitoring the Bank for success, conducting remedial action as necessary to insure success, and providing this information to CEMVN in reports documenting bank usage and the results of monitoring.

B. Interagency Review Team:

The agencies represented on the IRT agree to provide appropriate oversight in carrying out provisions of this BI. They also agree to review and provide comments on all project plans, proposed additions of land to the Bank, annual monitoring reports, credit review reports, contingency plans, and necessary permits for the Bank. The IRT will review and confirm reports on evaluation of success criteria prior to approving credits or releasing escrow account funds and conduct compliance inspections as necessary to verify credits available in the Bank, and recommend corrective measures if necessary to the Sponsor, until the terms and conditions of the BI have been determined to be fully satisfied or until all credits have been sold, whichever is later.

C. Holder of Conservation Servitude:

The Holder shall hold and enforce the conservation servitude placed on those lands within the Bank subject to a recorded conservation servitude so that mitigation

bank lands are protected in perpetuity. The Holder may be the recipient of the surety bond and shall utilize such funds as directed by the IRT should default of the bank occur. The Holder may also serve as the Long-Term Steward should the Sponsor make arrangements for the Holder to act in this capacity.

D. Long-Term Steward (Optional):

Should the Sponsor designate one, the Long-Term Steward¹ shall assume the responsibilities of the Sponsor and agree to perform the long-term maintenance and management responsibilities in accordance with the provisions in this BI.

V. PERFORMANCE STANDARDS

In order for the Bank to be considered acceptable for mitigating wetland impacts associated with Department of the Army (DA) permits, the site vegetation, soils and hydrology shall be restored such that the site meets wetland criteria as described in the Corps 1987 Wetlands Delineation Manual. Should future wetland delineations reveal changes in hydrology and/or vegetation that yield an increase in the amount of wetlands than identified at the time of bank and/or addendum approval, additional mitigation credits commensurate with the increase in wetland acreage may be authorized. In the event the results of the wetland delineation reveals changes in hydrology and/or vegetation that yield less wetlands than identified at the time of bank and/or addendum approval, Sponsor shall investigate and propose actions to remediate the situation and/or commensurate unsold or unreleased mitigation acres/credits will be deducted from the total credits available. Additionally, the following criteria are applicable:

A. Initial Success Criteria:

1. Hydrology: Ground surface elevations must be conducive to the establishment and support of wetland vegetation, and re-establishment and maintenance of hydric soil characteristics. To that end, designated ditches must be degraded, plugs installed, and culverts removed. The existing rice levees that were used to retain water for rice production will be leveled. Excess materials after ditches are filled along the levees will be distributed away from the levees. The south and east sides of the property will be further studied and surveyed and if necessary will be returned to its original drains.

2. Vegetation: A minimum of 50 percent or 266 planted seedlings per acre, consistent with the planted ratio of hard mast to soft mast-producing species, must survive through the end of the first growing season following the planting (i.e., Year 1).

¹ The landowner or easement holder of the Bank lands charged with long-term maintenance and management responsibility. A Long-Term Steward may be designated once Success Criteria monitoring has been completed. In some cases, the Sponsor may also be the Long-Term Steward.

This criterion will apply to initial plantings as well as any subsequent replanting that may be needed.

B. Interim Success Criteria:

1. Hydrology: By Year 3, site hydrology shall be restored such that the site meets the wetland criterion as described in the Corps 1987 Wetlands Delineation Manual. Data demonstrating that wetland hydrology has been re-established is to be collected and provided by the Sponsor, and approved by CEMVN.

2. Vegetation and Vegetative Plantings:

a. For a given planting, a minimum of 300 seedlings per acre must survive through the end of the fourth year (i.e., Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, a range of 120 to 135 hard mast-producing seedlings per acre must be present. Exotic/invasive species may not be included in this tally.

b. By Year 5 following successful attainment of the one-year survivorship criteria, the bank acreage and the perimeter of that acreage shall be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

c. Planted tracts must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of a wetland vegetation dominance is defined as a vegetation community where more than 50% of all dominant species are facultative ("FAC") or wetter, excluding FAC- plants, using "routine delineation methods" as described in the "Corps of Engineers Wetland Delineation Method," Technical Report 87-1 ("1987 Manual").

C. Long-term Success Criteria (Year 15):

1. By Year 15 following successful attainment of the one-year survivorship criteria, a healthy component of midstory species shall be established. Typically, 75 midstory plants per acre will be sufficient and will comprise those species initially planted and those species present via natural recruitment. If the site is deficient in midstory abundance and diversity, the Sponsor shall perform additional planting to achieve the 75 midstory plants per acre requirement.

2. At the time of tree-canopy closure (i.e., 15 years) the bank site shall be essentially void of exotic/invasive vegetation (approximately 5% or less of the overstory vegetation on an acre-by-acre basis). An active treatment program shall continue as part of the long-term maintenance program.

3. Timber harvesting/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site and shall

be performed by the Sponsor/Long-term Stewart. Measures to control the encroachment of exotic/invasive vegetation after the thinning operation shall be implemented.

VI. REPORTING PROTOCOLS AND MONITORING PLAN

Monitoring and Reporting Provisions: The Sponsor agrees to perform all work necessary to monitor the Bank to demonstrate compliance with the success criteria established in this BI. The monitoring program shall follow the guidelines established below:

A. Visual Description:

Visual descriptions shall be provided with each monitoring report. Digital images recorded on compact disc shall be submitted from each survey plot at each monitoring period. Additionally, the Sponsor should provide photos taken from elevated positions (aerial photograph?) throughout the Bank to document overall visual conditions of the Bank.

B. Initial and Interim Success Criteria:

1. The Sponsor shall conduct a survey of living and dead seedlings near the beginning of the first planting season following planting and annually thereafter when new growth can be identified. Surveys shall be conducted in accordance with an accepted academic or industrial sampling methodology. The Sponsor shall also perform an examination of the entire planted acreage to determine if the survey results are indicative of overall survival rates.
2. The Sponsor shall provide a written report to CEMVN indicating the number and species of surviving seedlings in each survey plot.
3. The report also shall describe the condition of applicable hydrology altering features (culverts, ditches, plugs, etc.), the general condition of the seedlings, and discuss likely causes for observed mortality within those tracts that did not exhibit a seedling survival rate as indicated by the success criteria.
4. The report shall identify the generalized degree and location of exotic/invasive species colonization and identify measures to eradicate them.
5. To document evidence of wetland hydrology to meet the Interim success criteria, a wetland delineation must be included.

C. Continuous Monitoring Reports:

1. The Sponsor shall randomly establish 12 permanent 1/50th-acre circular survey plots at the time of planting. Those plots shall be identified with a permanent marker (e.g., an 8-foot PVC pipe anchored with a metal T post) and GPS coordinates

shall be recorded. A map depicting the location of the survey plots and a listing of the coordinates for each survey plot is to be provided to CEMVN and the FWS for approval. The survey plots shall be representative of the plantings. All trees falling within the plot shall be permanently tagged and numbered. The Sponsor shall document the number, species, height and diameters of tagged trees within each plot.

2. The monitoring report shall:

a. Identify seedling survivorship and colonization by volunteer mid-story and overstory species. Results of vegetation survey including visual estimates of percentage (%) overall cover and % cover by each vegetation layer, species diversity, % exotic vegetation in each vegetation layer, total % "facultative" and total % "upland" species in each vegetation layer, survival rate of planted vegetation, an estimate of natural revegetation, and a qualitative estimate of plant vigor as measured by evidence of reproduction.

b. Discuss the general health of the planted trees.

c. Describe the vegetative communities developing within and the overall condition of the entire Bank.

d. Describe wildlife usage and herbivory/browse problems, if present.

e. Summarize the condition of the Bank.

f. Identify maintenance activities performed.

g. Document measures to control exotic/invasive species colonization/establishment.

D. Schedule:

1. Vegetative monitoring and reports shall be completed in the spring (when new growth makes identification practicable) of years 1, 3, 5, 10, 15, and prior to and following the first thinning operation.

2. If Year 1 success criteria is obtained, but all performance criteria have not been met in the 5th year, a monitoring report shall be required for each consecutive year until two annual sequential reports indicate that all criteria have been successfully satisfied (i.e., that corrective actions were successful).

3. Reports discussing measure to control exotic/invasive species shall be provided annually until such time as all Initial Success Criteria and Interim Success Criteria identified in Sections V.A. and V.B. have been met and verified by the IRT. The annual reports should document items such as exotic/invasive species, method of treatment/control, machinery

and/or chemical treatments utilized, timing of treatments/work, effectiveness of previous treatments/work, etc.

4. Reports will be submitted by June 1st of each monitoring year.

5. Post-harvest inspection reports shall be submitted to CEMVN by December 31 of the year in which the harvest occurred. The Sponsor shall record where harvests occurred, the approximate basal area of standing timber by species, and the number and species of seedlings that were replanted.

6. Monitoring reports shall be provided to CEMVN and made available to other members of the IRT upon request. Attachment 4 provides a recommended format for monitoring reports.

VII. CONTINGENCIES, REMEDIAL ACTIONS AND RESPONSIBILITIES

In the event monitoring reveals that initial success criteria have not been met, the Sponsor shall take measures to achieve those criteria in accordance with the following plan:

A. Seedling Survivorship:

1. If survival is less than 50 percent per acre as determined by sampling or by observing high mortality at any location within the planted areas, or target species ratios are not met, the Sponsor shall take appropriate actions, as recommended by the IRT, to address the causes of mortality and shall replace all dead seedlings with new seedlings of the appropriate species during the following planting season. Replanting, monitoring and reporting, as previously described, shall occur as needed to achieve and document the required one-year survival rate.

2. If the survival criterion is not met after three unsuccessful attempts, CEMVN will convene a meeting of the IRT and the Sponsor to decide if replanting should continue. Should the IRT determine that achieving the required survival rate would not be likely; the Sponsor shall be required to provide replacement mitigation for the increment of value that did not accrue within the unsuccessful areas within one year of this decision. In addition, the IRT will reassess the Bank to determine whether the use of the Bank should be discontinued or if a new management potential should be calculated incorporating the new conditions.

3. Year 5 monitoring shall verify seedling composition and survivorship goals established in Section V. The Sponsor shall implement remedial action, as deemed necessary by the IRT, to ensure attainment of Year 5 survivorship and composition criteria.

B. Contingencies for hydrology:

If wetland hydrology is not re-established by Year 5, the Sponsor would assess which areas need attention. With approval of the IRT the Sponsor would establish short term water holding area(s) to increase available water to irrigate the site.

C. Force Majeure:

Force Majeure is defined here as a natural event over which the Sponsor has no control to prevent the damage from occurring. The following are examples of *Force Majeure*: Fire (other than arson), wind, flood, drought and other natural disasters and insect damage, or infection damages to planted vegetation.

Following an event determined to be *Force Majeure*, use of the mitigation bank will be temporarily suspended pending determination of impacts to the Bank. The IRT will then determine the mitigation credits remaining in the bank to ascertain whether sufficient credits are available to cover the credits sold at the bank and the sale of credits can continue. Should there be a short fall, credit sales will be suspended until the Sponsor has performed remedial work necessary to produce additional credits. If required remedial actions are not taken within one year following the event, the IRT will close the bank. The sponsor will continue to provide monitoring reports as specified in this document unless determined to be unnecessary by the IRT.

Damages (identified below) caused by events beyond the control of the Sponsor and for which contractual agreements are not guaranteed may be repaired using funds (principal and interest) accumulated in the endowment account by the Sponsor, the Long-Term Steward or Holder, provided the YEAR 5 criteria have been met for the Bank in its entirety. The Sponsor shall bear the financial responsibility for any and all remedial measures necessary to correct any deficiency caused by any means prior to successful attainment and verification of the YEAR 5 criteria by the IRT. The funds will be provided to whichever entity has responsibility to repair the resulting damages at the time of catastrophic event.

VIII. INSPECTION BY IRT AND HOLDER

The Sponsor, or Long-Term Steward, shall, upon request, allow any member of the IRT and/or Holder to inspect the Bank. The Sponsor shall monitor planted portions of the Bank to verify achievement of success criteria described in Section V and to validate compliance with the terms of the conservation servitude and this BI.

IX. FINANCIAL ASSURANCES

The purposes of financial assurances are twofold: (1) to ensure that sufficient funds are available for performance of the ecologic restoration of the mitigation bank lands or acquisition of similar or preferable ecological value in the case of bank failure, and (2) to provide a source of funding for the perpetual maintenance of the mitigation bank. To

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accomplish these goals, sufficient funds to perform the restoration work must be escrowed and a Long-Term Management Fund established.

A. Prior to credit sales, the Sponsor shall establish a financial mechanism to ensure that sufficient funds are available to a third party in the case of non-compliance or bank failure. "Third party" is defined to mean the Holder, Long-Term Steward or an agency represented on the IRT or its designee to effect necessary corrections.

B. To establish the required financial assurance, \$750.00 for each acre of mitigation sold shall be placed within an escrow account administered by a federally-insured depository that is "well-capitalized" or "adequately-capitalized" as defined in Section 38 of the Federal Deposit Insurance Act.

C. The Sponsor shall provide copies of depository account statements to CEMVN upon request and/or in their annual report.

D. When all wetland mitigation acres/credits have been sold, the amount shall total not less than \$150,000.00.

E. Interest from the escrow account shall be made available to the Sponsor.

F. The escrow account shall guarantee payment to a third party, as determined appropriate by the CEMVN in consultation with the IRT, in the event that the Sponsor does not fulfill its obligations to perform, as specified in this Banking Instrument.

G. Payment to the third party, as identified by CEMVN, of a specified amount of the escrowed funds shall be made upon written notification by CEMVN to the financial institution that the Sponsor is in non-compliance.

H. The escrowed funds will be reduced incrementally as success criteria are achieved provided all wetland mitigation acres/credits have been sold and a final ledger of acres/credits has been approved by CEMVN. The incremental release shall occur in accordance with the following:

1. Upon verification by the IRT that the initial success criteria (described in Section V. A.) have been attained for the whole tract, the CEMVN, acting on behalf of the IRT, shall advise the financial institution to release to the Sponsor \$25,000.00 of the escrowed funds.

2. Upon verification by the IRT that the interim success criteria (described in Section V. B.) have been attained, the CEMVN, acting on behalf of the IRT, shall advise the financial institution to release to the Sponsor \$50,000.00 of the escrowed funds.

3. At approximately year 15, when canopy closure has been achieved and the IRT concurs that exotic/invasive vegetation encroachment has been sufficiently

controlled, an additional \$25,000.00 shall be released to Sponsor or to the Long-Term Steward, if Sponsor has designated one.

4. The remaining escrowed funds, \$50,000.00 shall remain within the escrow account as the Long-Term Management Fund.

I. In the event of a catastrophic event, as determined by the IRT, that affects the long term viability of the Bank, the IRT can cause the appropriate corrections to occur by directing the Sponsor or Third Party to implement corrections which will be funded by a release of said funds.

J. Any unspent funds shall remain in this fund if not utilized to repair the Bank from a catastrophic event or for long-term management of the Bank site. This Long-Term Management Fund will be transferred to the designated Long-Term Steward or other landowner for use in addressing future catastrophic events or land management requirements once all monitoring has been completed and all credits from the Bank have been debited.

K. In the event the Long-Term Management Fund is reduced below \$50,000.00 for any reason, interest will be allowed to accumulate until the \$50,000.00 fund amount is re-established.

If the IRT believes that Sponsor is not being prudent in complying with the terms and intent of this Banking Instrument, it will provide written notice to Sponsor, including a detailed description of the basis of the non-compliance. Sponsor shall submit a written corrective action plan to CEMVN and other members of the IRT for review and approval within forty-five (45) days of receiving written notice of non-compliance. The corrective action plan shall, at a minimum, identify the cause of the non-compliance, the remedial measures necessary, and a time line for implementing said measures and come into compliance. To the extent practicable, CEMVN and the IRT shall approve or disapprove the corrective action plan within forty-five (45) days of receipt, provided that sufficient information and acceptable measures are contained within the plan.

In the event that Sponsor is placed in non-compliance and either does not provide the corrective action plan within the time frame specified above or does not implement the features of the corrective action plan within the time frames specified therein, all or a portion of the funds guaranteed by the Surety shall be released to a third party designated by CEMVN at the time of default to effect necessary corrections or acquire equivalent ecological value elsewhere.

X. BANK USE

A. Service Area:

The Bank is established to provide compensation for impacts to bottomland hardwood wetlands, within the Western Terraces of the Mermentau River in U.S.G.S.

Hydrologic Cataloging Unit 8080201. The primary service area would be this cataloging unit. The secondary Service area would be those hydrologic units within the 080802 accounting unit.

B. Projects Eligible to Use the Bank:

Only after CEMVN has determined that the Bank is appropriate can the Bank be used to satisfy a permittee's mitigation responsibilities and only if the Sponsor and the permittee reach a mutually acceptable financial agreement. Generally, compensation generated by the establishment, restoration and enhancement efforts at this Bank would be appropriate for those projects meeting the following requirements:

1. The adverse impacts are determined by CEMVN to be unavoidable and on-site compensation does not fully offset adverse impacts,
2. The affected habitat is bottomland hardwood or the compensation offered by the Bank is determined to be ecologically preferable in consultation with the other regulatory and resource agencies, and
3. The impacted site occurs within the primary service area of the Bank or the impacted site occurs in the secondary service area and there is no other practicable, ecologically appropriate mitigation opportunity in the 8-digit HUC in which the impact occurs.

Generally the Bank will not be appropriate for adverse impacts occurring outside the primary/secondary Bank service area and/or impacts that are to other wetland types. However, the Corps may consider use of the Bank on a case-by-case basis if after consulting with the other regulatory and resource agencies, they determine that the Bank offers ecologically preferable compensation to that available within the impacted watershed. To compensate for out-of-kind impacts and/or impacts in other watersheds may require adjustment of the compensation ratio which may increase the amount of mitigation.

C. Assessment of Credits:

The exchange currency of the bank is acres. To determine the amount of acres required to offset a particular impact to bottomland hardwood wetlands, CEMVN will use either best professional judgment or an assessment method that calculates the number of credits per acre available at the bank and the number of credits lost as a result of an impact. The same assessment method will be used to calculate both credits available and credits lost. The amount of available credits per acre calculated using the Wetland Value Assessment and the Impact/Compensation Assessment Technique is included as Attachment 4.

CEMVN will use a minimum compensation ratio of 1:1 for the permanent loss of wetland functions to low quality forested ecosystems. Impacts to moderate to high

quality forested wetlands will be determined on a case-by-case basis after consulting with the commenting resource agency(ies).

D. Schedule of Credit Availability:

Upon submittal of all appropriate documentation by the Sponsor, and subsequent approval by the IRT, CEMVN will provide in writing the release of all credits for use by the Sponsor.

E. Withdrawing Bank Credits:

1. Stipulations regarding the release of credits:

a. The Sponsor may not sell credits without prior approval from CEMVN. Approval will generally be written but may be given verbally and then documented by CEMVN in follow-up correspondence.

b. The Sponsor shall incur the responsibility for the long-term management, maintenance, monitoring and protection of the restored wetlands pursuant to entering into contracts with permit recipients,

c. The Sponsor shall not commit to providing acreage that is not available or committed for other projects. Should the number of credits debited exceed the number created, then no further credit sales shall occur until the Sponsor has implemented corrective actions and achieved the success criteria so as to provide for the number of credits to be greater than or equal to the number of credits debited to cover permitted impacts with this Bank. Should remedial actions not produce sufficient credits, the sponsor shall secure the necessary acreage at another bank to offset the shortage.

2. Procedure for selling bank credits:

a. CEMVN, with input from interested resource agencies, will determine the credits that must be secured to fully compensate for the project's wetland impacts. CEMVN will inform the applicant and the Sponsor in writing that the Bank is appropriate for offsetting the unavoidable adverse impacts associated with his proposed project. At this point, the applicant may choose the Bank or another appropriate bank to perform his compensatory mitigation or he may opt to perform his own appropriate site-specific mitigation project.

b. Should the applicant select this Bank, the applicant will contact the Sponsor and arrange with the Sponsor to purchase the necessary acres as determined by CEMVN.

c. Upon reaching a mutual agreed upon arrangement, the Sponsor shall execute a contract with the applicant to provide the necessary acreage and submit to CEMVN an executed copy of the contract within two working days. The contract shall

stipulate the applicant's name as it appears on the permit, the appropriate DA permit number and the amount of acreage sold to the applicant.

3. Other provisions:

a. Whatever assessment method is used to determine compensation, the results will be converted to acres. For instance, if a permitted project's impacts are evaluated using the WVA, the net loss is expressed in AAHU's (ICAT, credits per acre). This net loss would be divided by the bank's management potential (AAHU's/credits per acre) for that habitat to determine the applicant's mitigation obligation expressed in acres. The acreage amount would then be deducted from the bank's balance.

b. Any special arrangement between the Sponsor and applicant (including pricing, graduated payments, phasing in of the compensation, etc.) are between the Sponsor and applicant. No matter what arrangements are made, the amount of acreage required by CEMVN will be deducted from the Bank's balance and the mitigation must be accruing credits as required in other sections of this agreement.

F. Requirements Prior to Release of Credits:

1. Permits: The Sponsor will obtain all necessary permits or other authorizations needed to construct and maintain the Bank, prior to debiting any advance credits. This BI does not fulfill or substitute for such authorization. In addition, the Sponsor agrees not to utilize a non-reporting Nationwide Permit or Regional Permit under Section 404 of the Clean Water Act to impact any Waters of the United States on the property. Notification shall be required for the use of any Nationwide Permit and/or Regional Permit.

2. Conservation Servitude: The Sponsor shall execute a conservation servitude (pursuant to the Louisiana Conservation Servitude Act, R.S. 9:1271 et seq.) substantially in the form attached hereto as Attachment F and record it in the Mortgage and Conveyances Records Office of Evangeline Parish. The Conservation Servitude Holder shall be approved by the IRT prior to its execution. The Holder shall be qualified to hold this Conservation Servitude by virtue of being:

a. A governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or

b. A charitable corporation, charitable association, or charitable trust, qualified under § 501(c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

1) Retaining or protecting the natural, scenic, or open-space values of immovable property;

2) Assuring the availability of immovable property for agricultural, forest, recreational or open-space use;

3) Protecting natural resources;

4) Maintaining or enhancing air or water quality; or

5) Preserving the historical, archaeological or cultural aspects of unimproved immovable property.

3. Financial Assurance: The Sponsor shall establish the financial assurance stipulated in Section IX. The value of the account and the release of the escrow account are described in Section IX of this BI.

4. Property Ownership: The Sponsor shall provide a title search that identifies all known encumbrances including mortgages, liens, rights-of-way, servitudes, easements, etc. The Sponsor shall provide documentation that the conservation servitude is not subordinate to any other easement or major lien.

5. Execution of BI: The BI must be approved by all participant IRT agencies, as indicated by their signature on this BI; and

6. Work Schedule: Work to begin within one year of the initial sell of credits.

XI LONG-TERM MAINTENANCE AND PROTECTION

The Sponsor, or its heirs, assigns or purchasers shall be responsible for maintaining and protecting lands contained within the Bank in perpetuity, unless bank lands are transferred or sold to a state or federal resource agency or non-profit conservation organization. The conservation servitude (Attachment 3) shall incorporate this BI by reference and bind the Sponsor, its heirs, assigns, and future owners to complying with the terms of this copy of the BI. A copy of the conservation servitude to be filed in the real estate records of the Mortgage and Conveyance Office of Evangeline Parish shall be provided to CEMVN for review and approval prior to filing. After filing, a copy of the recorded conservation servitude, clearly showing the book, page and date of filing, will be provided to CEMVN.

A. Uses Prohibited by the Conservation Servitude:

1. Placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such items on the Property.

2. Mechanized land clearing or deposition of soil, shell, rock or other fill on the Property without written authorization from CEMVN.

3. Cutting, removal or destruction of vegetation on the property except in accordance with Sponsor's timber management plan and/or in accordance with any permits authorized by the Corps of Engineers at the time the cutting is proposed. Timber harvests/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site.

4. Grazing of cattle or other livestock on the property.

5. Commercial, industrial, agricultural, or residential uses of the Property or partitioning by fencing without prior approval from the IRT.

6. Dredging, draining, ditching, damming or in any way altering the hydrology of the Property except as required or permitted by this BI.

7. All other activities, which the IRT determines to be inconsistent with the establishment, maintenance and protection of wetlands within the Bank and that may or may not be subject to Corps of Engineers regulatory authority.

B. Uses Allowed By the Conservation Servitude:

No other human activities that result in the material degradation of habitat within the Bank shall occur without written authorization from CEMVN. *However, it is understood that the conservation servitude shall not prohibit, subject to appropriate regulatory authority, hunting, fishing, trapping, non-consumptive recreational pursuits, exploration and production of minerals, and timber harvesting conducted for enhancing performance of wetland functions, subject to all applicable Federal, State and/or local licenses and permits and other provisions contained herein.*

1. Monitoring of vegetation, soils and water;
2. Hunting and fishing, and non-consumptive recreational uses such as hiking and bird watching;
3. Ecological education;
4. Exploration and production of minerals;
5. Provision of rights-of-way;
6. Timber harvesting as set forth herein; and
7. Compliance with Federal regulations or appropriate court orders.

XII. ADDENDA TO THE MITIGATION BANK

This BI may be amended to include additional wetland acreage in the Bank, subject to the provisions set forth in each addendum. If appropriate, a separate wetland value assessment may be conducted to determine habitat values of each additional tract. Each addendum will immediately become part of this BI upon approval by the IRT and will be supplied to the cosignatories.

Conversely, the Sponsor may elect at any time to close out a tract in which no credits have been sold. However, notification to the IRT must be given prior to removal of acreage. The Sponsor understands that the reduction in bank size may reduce the total number of credits for the Bank. The new management potential shall apply to the Bank's remaining acreage and that previously sold.

XIII. MODIFICATION OF THIS BI

This BI is subject to written modification as mutually agreed to by the IRT and the Sponsor for such reasons as significant policy or regulation changes. Should changes in this BI be required by the IRT that are not acceptable to the Sponsor, the sponsor may elect to end his participation and close the Bank. At that time, the IRT shall (1) revise the Bank's management potential based on the planted acreage at closure, (2) calculate the credits sold by the bank, and then (3) determine whether the previously sold acreage is sufficient to balance mitigation needs or whether additional acreage is needed to be left in the bank to balance the credits mitigated at the bank. The conservation servitude will remain in force on that portion of the property remaining in the Bank and a sufficient buffer to protect the integrity of the Bank. No recourse will be taken against any individuals who have contracted with the Sponsor prior to such modifications, or against said parties in the event the BI is terminated. Nothing in this BI shall be construed as altering responsibilities or empowering new authorities of the signatory agencies.

XIV. TERMINATION OF THIS BI

Should the IRT determine that the Sponsor is in material default of any provision of this BI, the IRT, acting through the Corps may notify the Sponsor that the sale or transfer of any Credits will be suspended until the appropriate deficiencies have been remedied. Upon notice of such suspension, the Sponsor agrees to immediately cease all sales or transfers of Mitigation Credits until the IRT informs the Sponsor that sales or transfers may be resumed. Should the Sponsor remain in default, the IRT, acting through CEMVN, may terminate the BI and any subsequent Bank operations. Upon termination, the Sponsor agrees to perform and fulfill all obligations under this BI relating to Credits that were sold or transferred prior to termination.

If circumstances warrant, such as misrepresentation, misapplication, misappropriation, improper management, non-disclosure of pertinent information or non-compliance with the terms of this BI by the Sponsor, CEMVN and other members may void their recognition of the Bank as well as terminate their future participation in this BI. Any executed and recorded

conservation servitude pertaining to wetlands restored pursuant to mitigation contracts and this BI will remain in full force and effect, and as waters of the United States, any subsequent discharges would require Section 404 authorization. Upon termination of this BI, the conservation servitude shall remain on those lands for which credits were sold for the use as compensatory mitigation for adverse impacts associated with DA permits. In addition, a buffer sufficient to protect the integrity of the Bank shall be established and protected by the conservation servitude. The revised conservation servitude shall be recorded in the Mortgage and Conveyance Office of Evangeline Parish with the holder acting as the long-term manager. All funds in the escrow account, if any, will be forfeited to the Holder. Additionally, intentional misrepresentation, misappropriation, non-disclosure of pertinent information, non-compliance with the terms of this BI, or any other intentional illegal act may be prosecuted the fullest extent of the law.

Each signatory agency agrees that it will not unreasonably withdraw their authorization of or participation in this BI. Any member of the IRT choosing to withdraw its authority or participation shall provide written notification stating reasons for its withdrawal to CEMVN and the Sponsor. The Sponsor, in its sole discretion, and after providing written notification to CEMVN, may terminate this agreement as to any acreage not committed as compensation. As waters of the United States, any subsequent discharges in the area would require Section 404 authorization.

XV. TRANSFER OF OPERATION AND/OR OWNERSHIP

Real property ownership cannot be transferred prior to all tracts having (1) obtained canopy closure and (2) achieved all success criteria identified in Section V.B. of this Agreement. The new Sponsor and/or real property owner must agree to and assume all responsibility for the long-term requirements of this Agreement and confirm by providing a signed and notarized transfer form.

The Bank, sponsorship or real property, maybe transferred, by sale or donation, to an entity that is willing to own, manage and sell mitigation credits from the property, to an established land trust, publicly recognized conservation organization, state resource agency, or federal resource agency. The charter for non-governmental entities must clearly identify the stewardship policy of the organization. The transfer is subject to approval by the IRT. Transfer to any entity must be accompanied by completion of the attached transfer form (**Attachment 8**) by all parties. Financial endowments held must accompany the transfer. The Bank remains subject to the perpetual conservation servitude and the terms of this Agreement.

XVI. OTHER PROVISIONS

A. Dispute Resolution: CEMVN shall resolve all disputes concerning application of this BI. During the evaluation of a dispute, CEMVN will consider comments from the other members of the IRT and the Sponsor and/or information provided by an independent review.

B. Specific Language of BI Shall Be Controlling: To the extent that specific language in this document changes, modifies, or deletes terms and conditions contained in those documents that are incorporated into the BI by reference, and that are not legally binding, the specific language within the BI and any associated Bank Development Plans shall be controlling.

C. Invalid Provisions: In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

D. Headings and Captions: Any paragraph heading or captions contained in this Agreement may be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

E. Liability of Regulatory Agencies: The responsibility for financial success and risk to the investment initiated by the Sponsor rests solely with the Sponsor. The regulatory agencies that are parties to this agreement administer their regulatory programs to best protect and serve the public's interest in its water resources, and not to guarantee the financial success of mitigation banks, specific individuals, or entities. Accordingly, there is no guarantee of profitability for any individual mitigation bank. The Sponsors should not construe this agreement as a guarantee in any way that the Agencies will ensure sale of Credits from this Bank or that the Agencies will forgo other mitigation options that may also serve the public interest. Since the Agencies do not control the number of mitigation banks proposed or the resulting market impacts upon success or failure of individual banks, in depth market studies of the potential and future demand for Bank Credits are the sole responsibility of the Bank proponent.

F. Counterpart: The parties may execute this agreement in two or more counterparts, which shall, in the aggregate, be signed by all parties. Each counterpart shall be deemed an original as against any party that has signed it.

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument



G.D.E. Investments LA, LLC

4/2/07

DATE

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

[REDACTED]

RICHARD T. WAGENAAR
COLONEL, U.S. ARMY
DISTRICT COMMANDER

4-23-07

DATE

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument



2/23/07

JAMES F. BOGGS
ACTING SUPERVISOR, LOUISIANA FIELD OFFICE
U.S. FISH AND WILDLIFE SERVICE

DATE

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument



MIGUEL I. FLÓRES, DIRECTOR
WATER QUALITY PROTECTION DIVISION
U. S. ENVIRONMENTAL PROTECTION AGENCY

3/16/07

DATE

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument



BRYANT O. HAMMETT, JR. SECRETARY
LOUISIANA DEPARTMENT OF WILDLIFE
AND FISHERIES

03/25/07

DATE

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 1: Federal Authorities

1. Clean Water Act (33 USC 1251 et seq.);
2. Rivers and Harbors Act (33 USC 403);
3. Fish and Wildlife Coordination Act (16 USC 661 et seq.);
4. Regulatory Programs of the Corps of Engineers, Final Rule (33 CFR Parts 320-330);
5. Guidelines for Specification of Disposal Sites for Dredged and Fill Material (40 CFR Part 230);
6. Memorandum of Agreement between the Environmental Protection Agency and the Department of the Army concerning the Determination of Mitigation Under Clean Water Act, Section 404 (b)(1) Guidelines (February 6, 1990);
7. Federal Guidance for the Establishment, Use, Operation of Mitigation Banks (60 F.R. 58605 et seq. November 28, 1995);
8. Regulatory Guidance Letter No. 02-02, U.S. Army Corps of Engineers, December 26, 2002; and
9. State of Louisiana: Louisiana Revised Statute 56

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 2: Maps

Attachment 2a: Location Map

Attachment 2b: Wetland Determination Map

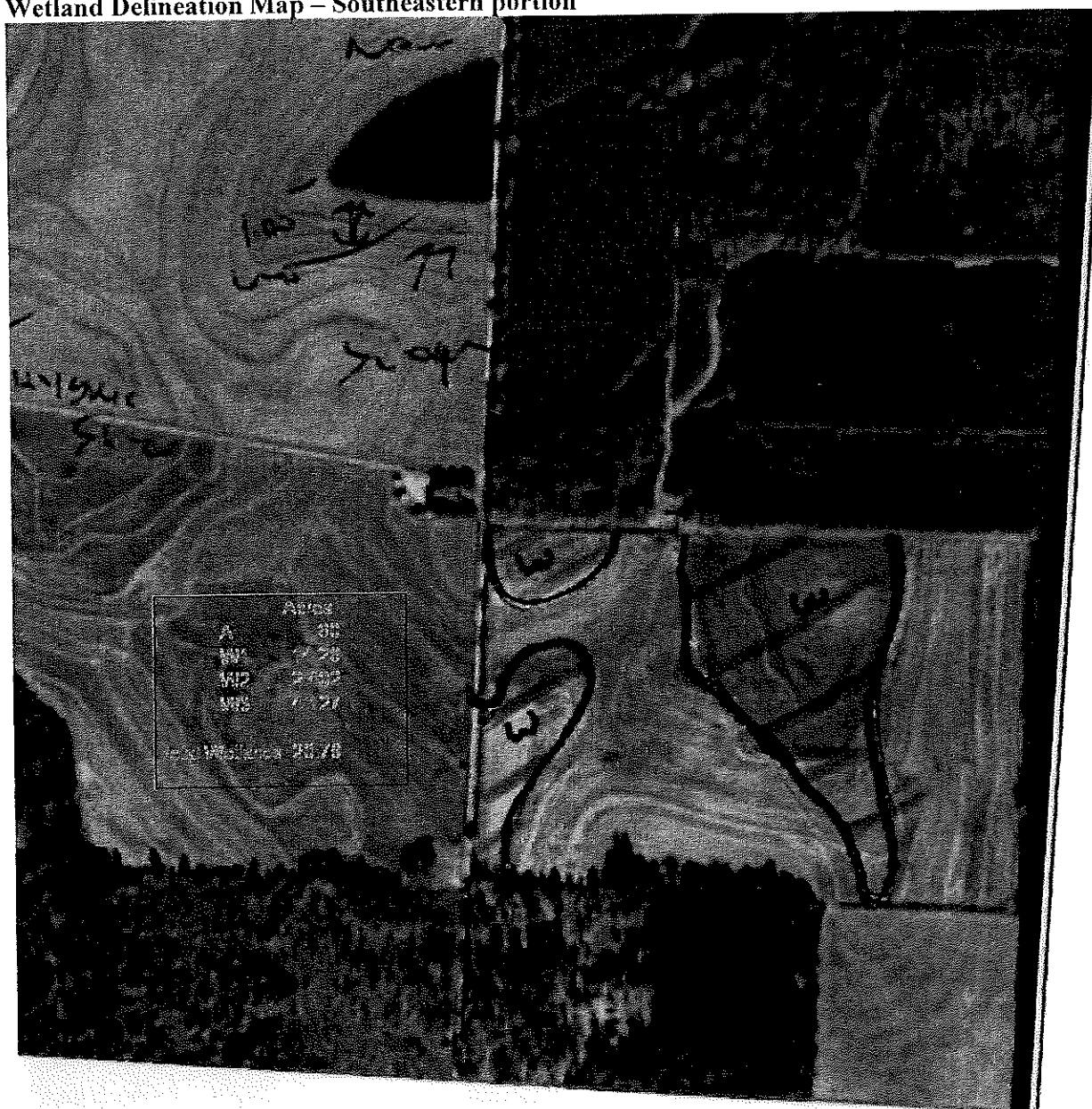
Northern Portion

Southern Portion

Attachment 2c: Site Soils Map

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument




Wetland Delineation Map – Southeastern portion



G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

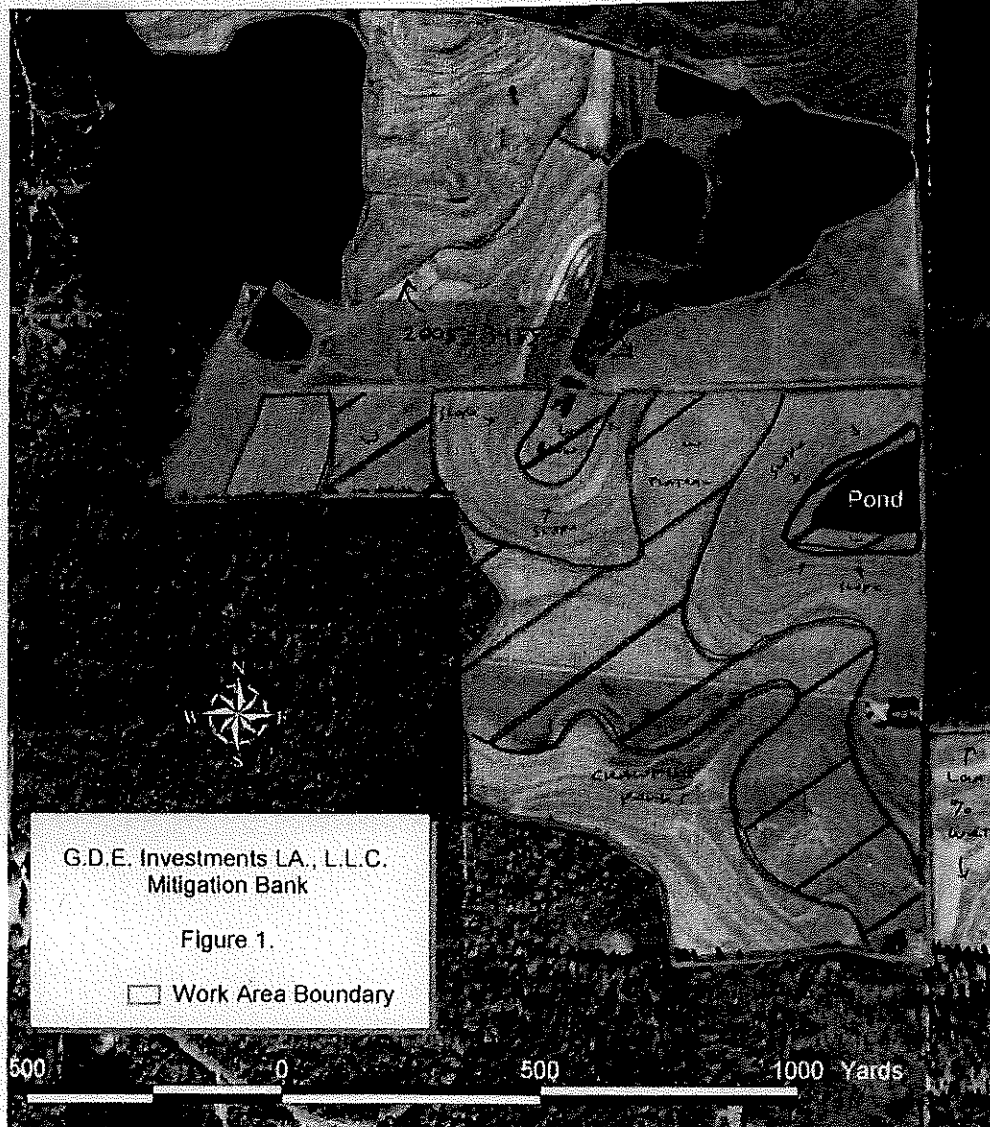
Wetland Delineation Map – Southern portion

USACE Acct. # MVN-2007-391-SC
For Kip Manual, fsv 12-7-06 gmc ✓
Sections 9 & 16, T3S, R2W, Evangeline Parish, La.
Lat. 30.8057847694, Lon. -92.5731415528

-  = **POTENTIAL WETLAND**
 = **NONWET**
 = **WATER**

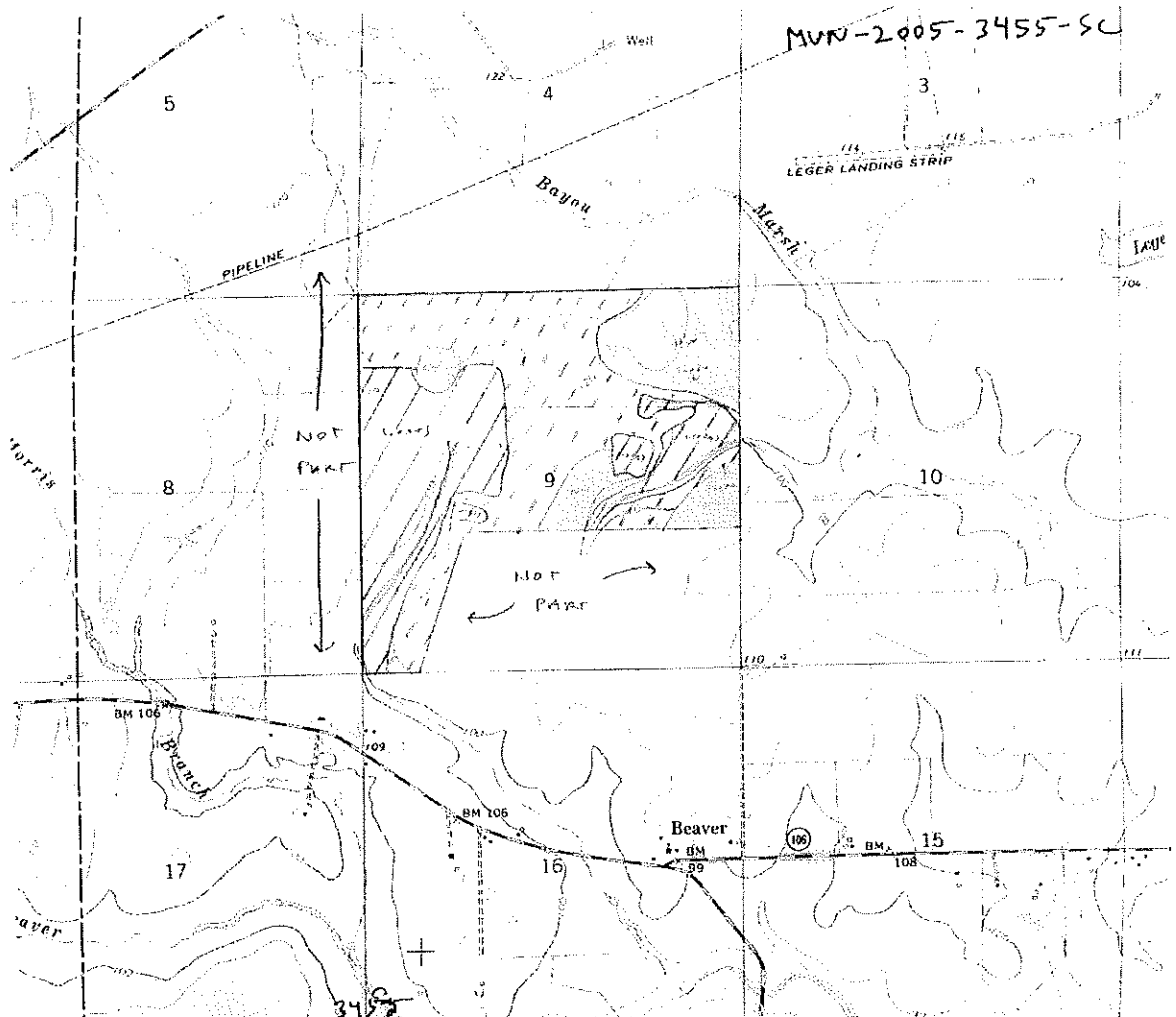
NOTE: This wetland delineation is based on the predominance of hydric soils in areas that could be converted to wetlands if hydrology is restored.

This delineation should not be construed as a survey of the jurisdictional wetland/nonwetland boundary.







G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 2b: Wetland Delineation Map – Northern portion



USACE Acct. # MVN-2005-3360-SC
Kip Manual, Arrowhead Realty, Fred Elliott, GDE Investments, LA, LLC
Related to MVN-2005-2124 Proposed Mitigation Site
FSV 7-27-05 gmc
Sec 9, T3S, R2W, Evangeline Parish, La.

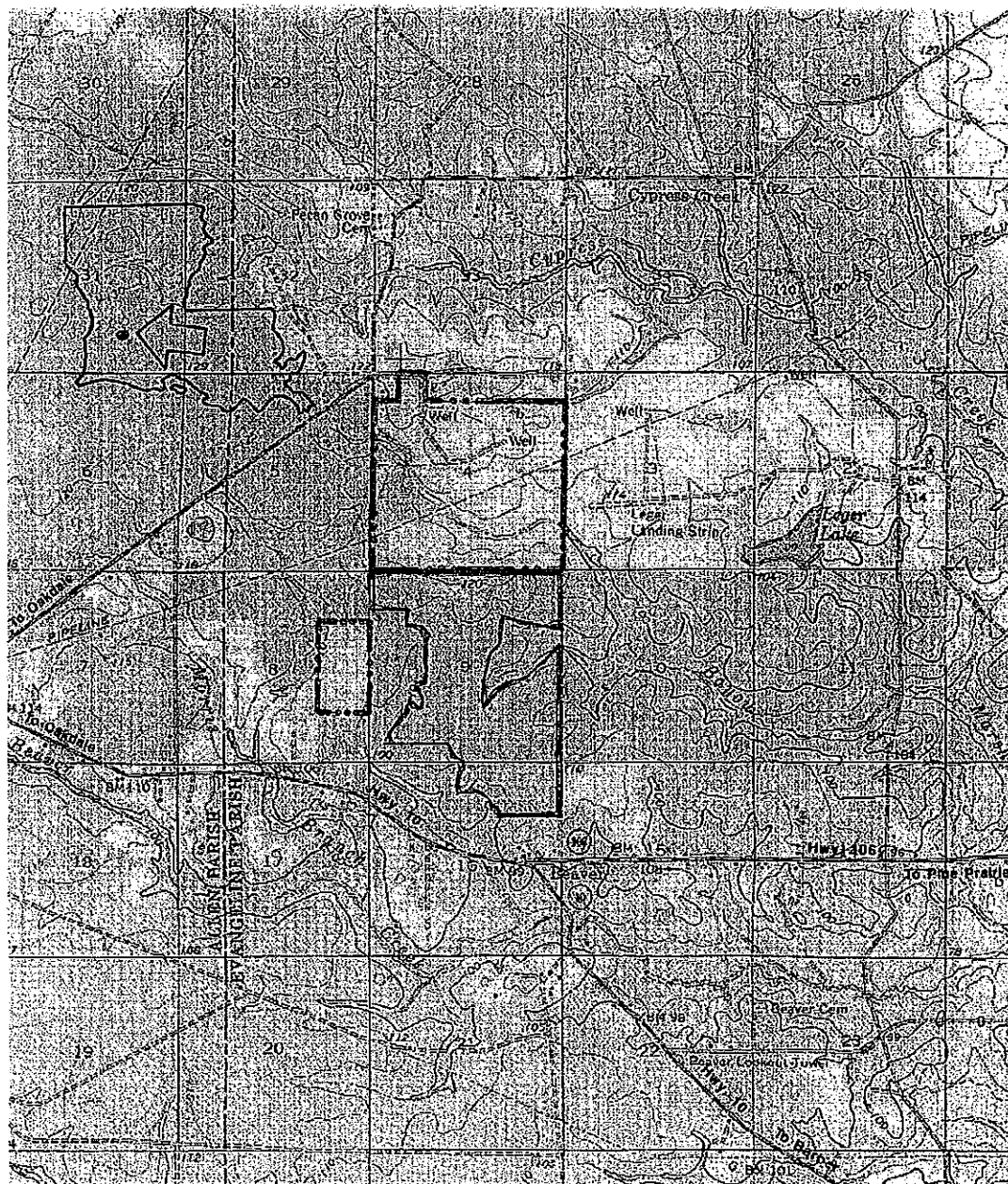
-  = NONJURISDICTIONAL MIXED WETLAND
-  = SEC. 404 WATERS OF U.S.
-  = NONWETLAND
-  = SEC. 404 MIXED WETLAND, NOT DELINEATED

NOTE: Wetland determination is based on expected hydrological conditions of site if levees are removed.

PARISH
NE PARISH

APPROVED
JURISDICTIONAL DETERMINATION

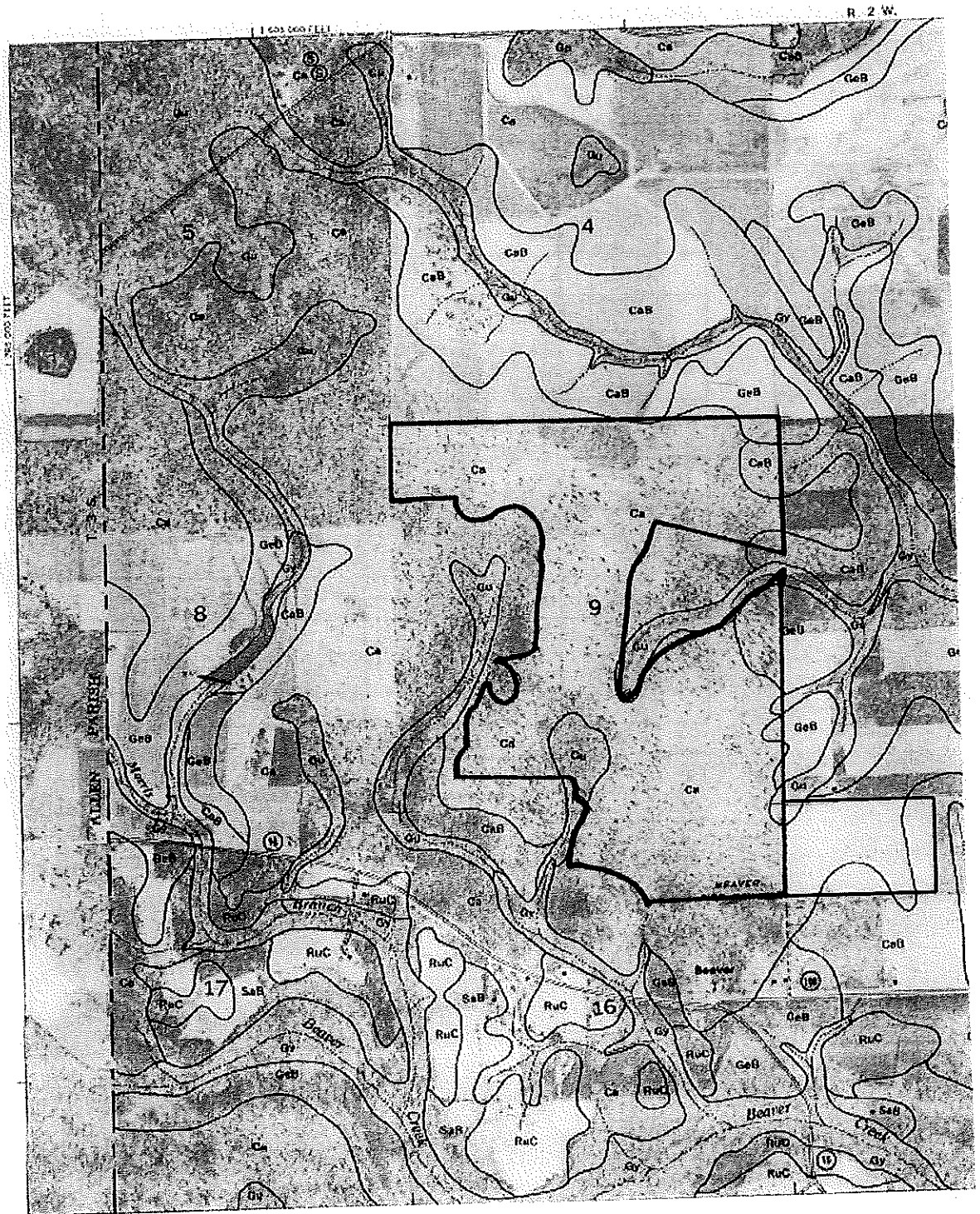
Attachment 2a: Location Map



G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 2c: Soils Survey Map

EVANGELINE PARISH, LOUISIANA — SHE



G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 3: Wetland Assessments

A. Wetland Value Assessment

**COMMUNITY HABITAT SUITABILITY MODEL
BOTTOMLAND HARDWOOD FOREST**

APPLICANT: GDE Investments
 SITE: GDE Mitigation Bank
 DATE: 10/6/2007
 SITE SIZE: 1

Wetland
 Proposed Project

TARGET YEAR	TY = 0	TY = 1	TY = 10	TY = 25	TY = 50					
VARIABLE	Class/Value	SI	Class/Value	SI	Class/Value	SI	Class/Value	SI	Class/Value	SI
V1 Species Assoc	Class 1	0.2	Class 1	0.2	Class 1	0.2	Class 1	0.2	Class 1	0.2
V2 Wetland Impairment or DSH	AGL 0 DBH 0 0	0	AGL 0 DBH 0 0	0	AGL 0 DBH 0 0	0	AGL 0 DBH 0 0	0	AGL 0 DBH 0 0	0
V3 Understory/Mistatory	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30
V4 Hydrology	Class 3	1	Class 3	1	Class 3	1	Class 3	1	Class 3	1
V5 Forest Size	Class 5	1	Class 5	1	Class 5	1	Class 5	1	Class 5	1
V6 Surrounding Land Use a) Forest/Marsh b) Abandoned Ag c) Pasture/Wetland d) Active Ag e) Development	% 50 0 0 50 0	0.8	% 50 0 0 50 0	0.8	% 50 0 0 50 0	0.8	% 50 0 0 50 0	0.8	% 50 0 0 50 0	0.8
V7 Disturbance Distance Type	Class 1 3	0.41	Class 1 3	0.41	Class 1 3	0.41	Class 1 3	0.41	Class 1 3	0.41

HSI (Case 2)

0.118206 0.305362 0.687206 0.981514

Wetland
 Proposed Project

TARGET YEAR	TY = 0	TY = 1	TY = 10	TY = 25	TY = 50					
VARIABLE	Class/Value	SI	Class/Value	SI	Class/Value	SI	Class/Value	SI	Class/Value	SI
V1 Species Assoc	Class 1	0.2	Class 1	0.2	Class 2	0.4	Class 4	0.8	Class 5	1
V2 Wetland Impairment or DSH	AGL 0 DBH 0 0	0	AGL 1 DBH 0 0	0.003	AGL 10 DBH 0 0	0.1	AGL 35 DBH 0 0	0.45	AGL 50 DBH 0 0	0.6
V3 Understory/Mistatory	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 100 Mandatory 0.30	0.30	MUnderstory 50 Mandatory 0.55	0.55	MUnderstory 35 Mandatory 0.55	0.55
V4 Hydrology	Class 3	1	Class 3	1	Class 3	1	Class 3	1	Class 3	1
V5 Forest Size	Class 5	1	Class 5	1	Class 5	1	Class 5	1	Class 5	1
V6 Surrounding Land Use a) Forest/Marsh b) Abandoned Ag c) Pasture/Wetland d) Active Ag e) Development	% 50 0 0 50 0	0.8	% 50 0 0 50 0	0.8	% 65 0 0 15 0	0.88	% 65 0 0 15 0	0.88	% 65 0 0 15 0	0.88
V7 Disturbance Distance Type	Class 1 3	0.41	Class 3 4	1	Class 3 4	1	Class 3 4	1	Class 3 4	1

HSI (Case 2)

0.118206 0.305362 0.687206 0.981514

Calculation of Management Potential

	Future Without Management			Future With Management		
Target years	HSI	Ave. HSI		HSI	Ave. HSI	
0	0	0		0	0	
1	0	0		0.11821	0.0696	
10	0	0		0.36536	2.18056	
25	0	0		0.68721	7.96826	
50	0	0		0.98151	21.109	
	AA-HSI	0		AA-HSI	0.62637	
Management Potential			= 0.63			

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

B. Impact/Compensation Assessment Technique

Table 2B: Proposed Restoration/Enhancement Mitigation Worksheet

Site-Specific Mitigation Site Name:

GDE Investments Mitigation Bank

Mitigation Project HUC:

08080201

Mitigation Project Basin:

Mormontau

Mitigation Project in the
same basin as the impact:

(Yes or No)

Factors	Area 1	Area 2	Area 3	Area 4	Area 5
Mitigation Type	Re-establishment 2.5	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Maintenance/Management Requirement	Self-Sustaining 1.5	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Commercial/Residential Development	No Impact	No Impact	No Impact	No Impact	No Impact
Oil & gas activities	No Impact	No Impact	No Impact	No Impact	No Impact
Size	area >100 acres	area >100 acres	area >100 acres	area >100 acres	area >100 acres
Ditching	No Impact	No Impact	No Impact	No Impact	No Impact
Utility Corridors	No Impact	No Impact	No Impact	No Impact	No Impact
Transportation	No Impact	No Impact	No Impact	No Impact	No Impact
Control	Conservation Easement 0.4	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Temporal Lag	Over 20 -0.3	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Credit Schedule	Schedule 2 0.3	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Kind	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Location Relative to Impact	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Sum of m Factors	4.4	0	0	0	0
Mitigation Area Size	0.0	0.0	0.0	0.0	0.0
M × A =	0.0	0	0	0	0

Total Restoration/Enhancement Credits = $\sum (M \times A) =$

0.0

Colonel Richard P. Wagenaar
District Engineer
U.S. Army Corps of Engineers
New Orleans District
P.O. Box 60267
New Orleans, LA 70160-0267

MAR 16 2007

Dear Colonel Wagenaar:

The U.S. Environmental Protection Agency (EPA) has participated on the Mitigation Bank Review Team (MBRT) and has reviewed the final version of the G.D.E. Investments LA, LLC Mitigation Bank submitted by G.D.E. Investments LA, LLC. The document is an agreement authorizing G.D.E. Investments to establish the G.D.E. Investments LA, LLC Mitigation Bank in Evangeline Parish, Louisiana.

EPA Region 6 is committed to working with the Corps and other members of the Mitigation Bank Review Team to help ensure that existing mitigation areas successfully compensate for permitted wetland impacts. Past inspections in the New Orleans District focused on important factors including hydrology, site preparation, tree survival rates, natural regeneration, exotics, and herbivory. The EPA greatly appreciates the New Orleans District's support and involvement in this effort. Such interagency collaboration is an efficient and effective way to meet the high demands placed upon the Section 404 program. The EPA looks forward to continuing this partnership to ensure mitigation success.

As a member of the MBRT, we have signed the signature sheet (enclosed) as part of the process of establishing the Bank agreement. The opportunity to review the proposed mitigation bank agreement is appreciated. If you have any questions, please have your staff contact John Ettinger of my staff at (504) 862-1119.

Sincerely yours,

Original Signed By Miguel I. Flores

Miguel I. Flores
Director
Water Quality Protection Division

Enclosure

cc: USFWS, Lafayette, LA
LDWF, Baton Rouge, LA

u 3-17-07
6WQ-EM:TMICK:tm:x7134:3-15-07:\GDE Investments.mit

6WQ-EM
PARRISH

3/15/07

6WQ-EM
WATSON

3/15/07

VS 21-22

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TX 75202-2733

MAR 16 2007

Colonel Richard P. Wagenaar
District Engineer
U.S. Army Corps of Engineers
New Orleans District
P.O. Box 60267
New Orleans, LA 70160-0267

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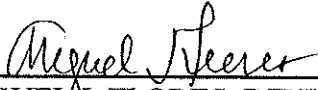
Sincerely yours,

A handwritten signature in black ink, which appears to read "Miguel I. Flores", is written over a printed name.

Miguel I. Flores
Director
Water Quality Protection Division

Enclosure

cc: USFWS, Lafayette, LA
LDWF, Baton Rouge, LA



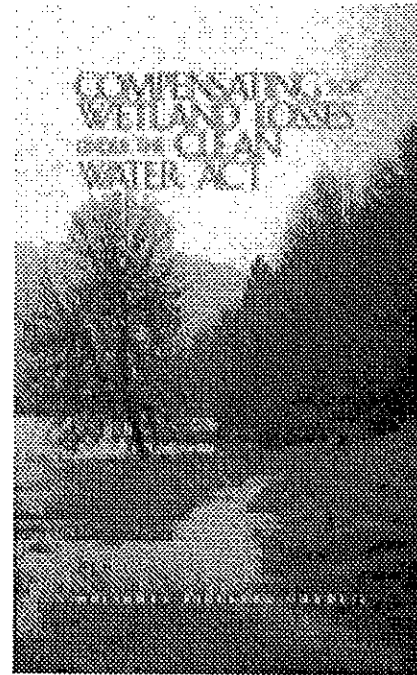
MIGUEL I. FLORES, DIRECTOR
WATER QUALITY PROTECTION DIVISION
U. S. ENVIRONMENTAL PROTECTION AGENCY

3/16/07

DATE

Issue: EPA signature needed for the G.D.E. Investments LA, LLC Bank Agreement.

Background: Mitigation Banks are geographically defined areas in which detailed agreements have been developed between resource agencies and landowners for the purpose of allowing recipients of Section 404 permits to mitigate for unavoidable wetland impacts. The benefit to the resource is that such areas provide a larger contiguous tract of wetlands that can be developed and managed more effectively than smaller on-site mitigation projects. EPA is an active member of the New Orleans District Mitigation Bank Review Team (MBRT) and has participated in the development of this and many other Interagency Agreements.



Current Status: All participating agencies support the finalization of the Bank.

Recommendation: EPA should sign the Interagency Agreement acknowledging Lacassane Coastal Prairie Mitigation Bank as a suitable site for compensatory mitigation to occur when the 404(b)(1) Guidelines have been correctly applied and unavoidable impacts have occurred.

Contact: Tamara Mick (6WQ-EM) x7134

MITIGATION BANKING INSTRUMENT

**G.D.E. Investments LA, LLC
Mitigation Bank**

Bottomland Hardwood Restoration Project

Near Oakdale, Louisiana in Evangeline Parish

Sponsored By:

G.D.E. Investments LA, LLC

Mitigation Bank Interagency Agreement
G.D.E. Investments LA, LLC
Near Oakdale, Louisiana in Evangeline Parish

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Mitigation Banking Instrument
For G.D.E. Investments LA, LLC Mitigation Bank in
Evangeline Parish, near Oakdale, Louisiana

I PURPOSE OF BANKING INSTRUMENT

This Mitigation Banking Instrument (BI) dated and effective upon execution by the U.S. Army, Corps of Engineers, New Orleans District and consistent with federal authorities (Attachment 1), is an agreement made and entered into by G.D.E. Investments LA, LLC (Sponsor) and the Interagency Review Banking Team (IRT) composed of the U.S. Army Corps of Engineers New Orleans District (CEMVN), the U.S. Environmental Protection Agency (EPA), the U.S. Fish and Wildlife Service (FWS), and the Louisiana Department of Wildlife and Fisheries (LDWF). The purpose of this BI is to establish guidelines and responsibilities for the establishment, use, operation, protection, monitoring and maintenance of the G.D.E. Investments LA, LLC Mitigation Bank (Bank). The rehabilitation/preservation of wetland habitats on the Bank will be used as compensatory mitigation for unavoidable impacts to waters of the United States, including wetlands, that result from activities authorized under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, provided such activities have met all applicable requirements and are authorized by the appropriate authority. This BI also defines performance standards, monitoring protocol and remedial actions so as to ensure the mitigation bank success.

II LOCATION AND OWNERSHIP OF THE BANK

The Bank encompasses approximately 517.3 acres and is located off Louisiana State Highway 106 in the Community of Beaver approximately 5 miles west of Oakdale, and approximately 20 miles northwest of Ville Platte, Louisiana in Sections 5, 8, 9 and 16, T3S, R2W in Evangeline Parish (attachment 2a). With certainty, 278.3 acres of the site can be restored to forested wetlands. Additional areas within the Bank will be planted and may eventually be restored to wetlands. The Bank borders 655 acres of Louisiana Wildlife and Fisheries property on the north and west. This acreage has returned to its natural state. The Lonesome Dove Mitigation Area Bank consisting of 636 acres also borders the LDWF property and the proposed new Bank. These three tracts, totaling 1,808 acres of forestland, would be protected in perpetuity for extensive habitat for various wildlife and wetland resources.

The Sponsor is the legal owner of the lands encompassed by the Bank. There are no other recorded liens, encumbrances, easements, servitudes, or restrictions that have been identified on the portion of the property proposed for wetland re-establishment; therefore, no known conflicts exist with the conservation purposes of the Bank. Further, the subject Bank lands will not be identified as collateral in other business transactions.

III GOALS AND OBJECTIVES

The goal of the Bank is to restore an agricultural area to a self-sustaining forested wetland ecosystem by re-establishing and maintaining wetland functions, values, and services from historical agricultural uses of the subject property according to the plan contained in this BI.

The added value to the Mermentau Basin from this project includes increased forested wetland habitat for resident and migratory wildlife, decreased fragmentation of forested wetlands, increased storm water attenuation and water purification, increased transpiration within the hydrologic cycle, increased sequestration of carbon and other materials in the planted trees, and increased output of detritus to downstream fisheries resources. In the future, as more areas are developed within the drainage area (agriculturally, commercially and/or residentially), the Bank will provide a greater functional value to the reduction of flooding and point source pollution within the Mermentau drainage basin.

A. Baseline Conditions:

1. Current land use: The property is currently used for agricultural purposes. It is and has been used to produce rice, crawfish, and other crops.

2. Existing Soils: Based on the soil survey of Evangeline Parish (Attachment 2c), the major soil type (approximately 90-95%) is Caddo-Messer Complex (Ca) and a small amount is Caddo-Messer Complex, undulating CaB). About 5-8% comprises of Guyton silt loam, occasionally flooded (Gu). All of these soils are on the list of Louisiana Hydric soils. A description of each is listed below.

a. Caddo-Messer Complex (Ca)-These nearly level, poorly drained and moderately well drained soils are in broad areas in the northwestern part of the parish. The wet Caddo soil makes up about 60 percent of the acreage, and the Messer soil 30 percent. Permeability and runoff are slow. Available water capacity is high.

b. Caddo-Messer Complex, undulating (CaB)-These poorly drained and moderately well drained soils are in the northwestern part of the parish. The Caddo soil makes up about 40 percent of the acreage, and the Messer soil 35 percent.

c. Guyton silt loam, occasionally flooded (Gu)-This soil is in depressions. It is wet for a long period after a rain. It is covered with as much as 1 foot of water for long periods during winter and spring.

3. Existing Hydrology: Surface water is removed from the proposed mitigation area via field ditches and drains into Bayou Marsh on the east side, and an unnamed drainage on the west side which flows into Beaver Creek which drains into Boggy Bayou which empties into Bayou Nezpique.

B. Site Restoration Plan:

1. Vegetative Restoration: The Sponsor will re-establish and maintain wetland habitats in compliance with the provisions of this BI on 278.3 acres. The re-establishment and maintenance of wetland habitat on the bank property will require that the Sponsor plant those areas previously cleared for agricultural purposes with seedlings representative of a species assemblage historically common to the hardwood forests of the Mississippi River alluvial valley.

a. Planting Schedule: One- to two-year old bare-root seedlings obtained from a registered licensed Louisiana nursery grower and of a Louisiana eco-type species properly stored and handled to ensure viability, will be planted in the prepared tract during the period of December 15 through March 15 (planting season). Events such as flooding may warrant cold storage of trees with planting in late spring.

b. Density: Chinese tallow invasion and prevailing drought conditions have necessitated planting on a higher density than 12-foot centers. To assure sufficient seedlings, the trees-per-acre requirement has been increased to 9-foot centers. This will result in an initial density of approximately 538 trees per acre. At one year, a 50% survival rate would mean a density of approximately 266 planted seedlings per acre.

c. Tree Species Composition: Considering historical pre-settlement forests in the Mississippi River Valley had a hard to soft mast ratio of 40/60, a hard mast component of 50 percent will be targeted. Realizing that soft mast will naturally establish itself to some extent (mostly within the first 200 yards of the seed wall), a greater percentage of hard mast to soft mast should be planted initially. However, monitoring efforts indicate that hard mast has a higher survival rate than planted soft mast, so an initial planting ratio of hard to soft mast of 60/40 is proposed. The following list and specified percentages of hard and soft mast dominants and co-dominants trees would be acceptable for the Bank.

Hard Mast (60% of total)

Dominants (70% of hard mast)

Willow Oak
Nuttall Oak

Co-Dominants (30% of hard mast)

Overcup Oak
Sweet Pecan
Bitter Pecan

Soft Mast (40% of total)

Dominants (60% of soft mast)

Sweetgum
American elm
Common Persimmon

Co-Dominants (40%, a balanced assemblage of + 5 of the species below)

Sugarberry
Mayhaw
Red Mulberry
Bald Cypress
Honey Locust
American Sycamore
Green Ash
Red Maple

2. Invasive/exotic vegetation control: Invasive/exotic vegetation, such as black willow (*Salix nigra*), privet (*Ligustrum* spp) or Chinese tallow (*Triadica sebifera*), in existing forested areas will be treated and monitored to prevent re-colonization. The planted sites will be treated, on an as-needed basis, by the use of mechanical or chemical control or some combination thereof in order to control exotic/invasive species colonization or other plant competition (approximately 5% or less of the overstory vegetation on an acre-by-acre basis).

3. Hydrology: Internal drainage swales will be re-contoured, plugs installed, and culverts removed as necessary. Other culverts will be maintained open and functioning as necessary. Site hydrology is similar to that occurring on two adjacent properties which have restored to wetland conditions after having a long cropping history. The Lonesome Dove Mitigation Bank was restored following similar restoration activities proposed on the Property. The Louisiana Department of Wildlife and Fisheries property reverted to wetlands upon abandonment of the site. No work was required on this site.

IV. SCOPE OF RESPONSIBILITIES

A. Sponsor:

The Sponsor agrees to perform all necessary work to re-establish wetland functions and maintain wetland habitats in accordance with the provisions of this BI. The Sponsor will be responsible for maintaining accounting records, notifying the IRT of credit sales, monitoring the Bank for success, conducting remedial action as necessary to insure success, and providing this information to CEMVN in reports documenting bank usage and the results of monitoring.

B. Interagency Review Team:

The agencies represented on the IRT agree to provide appropriate oversight in carrying out provisions of this BI. They also agree to review and provide comments on all project plans, proposed additions of land to the Bank, annual monitoring reports, credit review reports, contingency plans, and necessary permits for the Bank. The IRT will review and confirm reports on evaluation of success criteria prior to approving credits or releasing escrow account funds and conduct compliance inspections as necessary to verify credits available in the Bank, and recommend corrective measures if necessary to the Sponsor, until the terms and conditions of the BI have been determined to be fully satisfied or until all credits have been sold, whichever is later.

C. Holder of Conservation Servitude:

The Holder shall hold and enforce the conservation servitude placed on those lands within the Bank subject to a recorded conservation servitude so that mitigation

bank lands are protected in perpetuity. The Holder may be the recipient of the surety bond and shall utilize such funds as directed by the IRT should default of the bank occur. The Holder may also serve as the Long-Term Steward should the Sponsor make arrangements for the Holder to act in this capacity.

D. Long-Term Steward (Optional):

Should the Sponsor designate one, the Long-Term Steward¹ shall assume the responsibilities of the Sponsor and agree to perform the long-term maintenance and management responsibilities in accordance with the provisions in this BI.

V. PERFORMANCE STANDARDS

In order for the Bank to be considered acceptable for mitigating wetland impacts associated with Department of the Army (DA) permits, the site vegetation, soils and hydrology shall be restored such that the site meets wetland criteria as described in the Corps 1987 Wetlands Delineation Manual. Should future wetland delineations reveal changes in hydrology and/or vegetation that yield an increase in the amount of wetlands than identified at the time of bank and/or addendum approval, additional mitigation credits commensurate with the increase in wetland acreage may be authorized. In the event the results of the wetland delineation reveals changes in hydrology and/or vegetation that yield less wetlands than identified at the time of bank and/or addendum approval, Sponsor shall investigate and propose actions to remediate the situation and/or commensurate unsold or unreleased mitigation acres/credits will be deducted from the total credits available. Additionally, the following criteria are applicable:

A. Initial Success Criteria:

1. Hydrology: Ground surface elevations must be conducive to the establishment and support of wetland vegetation, and re-establishment and maintenance of hydric soil characteristics. To that end, designated ditches must be degraded, plugs installed, and culverts removed. The existing rice levees that were used to retain water for rice production will be leveled. Excess materials after ditches are filled along the levees will be distributed away from the levees. The south and east sides of the property will be further studied and surveyed and if necessary will be returned to its original drains.

2. Vegetation: A minimum of 50 percent or 266 planted seedlings per acre, consistent with the planted ratio of hard mast to soft mast-producing species, must survive through the end of the first growing season following the planting (i.e., Year 1).

¹ The landowner or easement holder of the Bank lands charged with long-term maintenance and management responsibility. A Long-Term Steward may be designated once Success Criteria monitoring has been completed. In some cases, the Sponsor may also be the Long-Term Steward.

This criterion will apply to initial plantings as well as any subsequent replanting that may be needed.

B. Interim Success Criteria:

1. Hydrology: By Year 3, site hydrology shall be restored such that the site meets the wetland criterion as described in the Corps 1987 Wetlands Delineation Manual. Data demonstrating that wetland hydrology has been re-established is to be collected and provided by the Sponsor, and approved by CEMVN.

2. Vegetation and Vegetative Plantings:

a. For a given planting, a minimum of 300 seedlings per acre must survive through the end of the fourth year (i.e., Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, a range of 120 to 135 hard mast-producing seedlings per acre must be present. Exotic/invasive species may not be included in this tally.

b. By Year 5 following successful attainment of the one-year survivorship criteria, the bank acreage and the perimeter of that acreage shall be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

c. Planted tracts must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of a wetland vegetation dominance is defined as a vegetation community where more than 50% of all dominant species are facultative ("FAC") or wetter, excluding FAC- plants, using "routine delineation methods" as described in the "Corps of Engineers Wetland Delineation Method," Technical Report 87-1 ("1987 Manual").

C. Long-term Success Criteria (Year 15):

1. By Year 15 following successful attainment of the one-year survivorship criteria, a healthy component of midstory species shall be established. Typically, 75 midstory plants per acre will be sufficient and will comprise those species initially planted and those species present via natural recruitment. If the site is deficient in midstory abundance and diversity, the Sponsor shall perform additional planting to achieve the 75 midstory plants per acre requirement.

2. At the time of tree-canopy closure (i.e., 15 years) the bank site shall be essentially void of exotic/invasive vegetation (approximately 5% or less of the overstory vegetation on an acre-by-acre basis). An active treatment program shall continue as part of the long-term maintenance program.

3. Timber harvesting/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site and shall

be performed by the Sponsor/Long-term Stewart. Measures to control the encroachment of exotic/invasive vegetation after the thinning operation shall be implemented.

VI. REPORTING PROTOCOLS AND MONITORING PLAN

Monitoring and Reporting Provisions: The Sponsor agrees to perform all work necessary to monitor the Bank to demonstrate compliance with the success criteria established in this BI. The monitoring program shall follow the guidelines established below:

A. Visual Description:

Visual descriptions shall be provided with each monitoring report. Digital images recorded on compact disc shall be submitted from each survey plot at each monitoring period. Additionally, the Sponsor should provide photos taken from elevated positions (aerial photograph?) throughout the Bank to document overall visual conditions of the Bank.

B. Initial and Interim Success Criteria:

1. The Sponsor shall conduct a survey of living and dead seedlings near the beginning of the first planting season following planting and annually thereafter when new growth can be identified. Surveys shall be conducted in accordance with an accepted academic or industrial sampling methodology. The Sponsor shall also perform an examination of the entire planted acreage to determine if the survey results are indicative of overall survival rates.
2. The Sponsor shall provide a written report to CEMVN indicating the number and species of surviving seedlings in each survey plot.
3. The report also shall describe the condition of applicable hydrology altering features (culverts, ditches, plugs, etc.), the general condition of the seedlings, and discuss likely causes for observed mortality within those tracts that did not exhibit a seedling survival rate as indicated by the success criteria.
4. The report shall identify the generalized degree and location of exotic/invasive species colonization and identify measures to eradicate them.
5. To document evidence of wetland hydrology to meet the Interim success criteria, a wetland delineation must be included.

C. Continuous Monitoring Reports:

1. The Sponsor shall randomly establish 12 permanent 1/50th-acre circular survey plots at the time of planting. Those plots shall be identified with a permanent marker (e.g., an 8-foot PVC pipe anchored with a metal T post) and GPS coordinates

shall be recorded. A map depicting the location of the survey plots and a listing of the coordinates for each survey plot is to be provided to CEMVN and the FWS for approval. The survey plots shall be representative of the plantings. All trees falling within the plot shall be permanently tagged and numbered. The Sponsor shall document the number, species, height and diameters of tagged trees within each plot.

2. The monitoring report shall:

- a. Identify seedling survivorship and colonization by volunteer mid-story and overstory species. Results of vegetation survey including visual estimates of percentage (%) overall cover and % cover by each vegetation layer, species diversity, % exotic vegetation in each vegetation layer, total % "facultative" and total % "upland" species in each vegetation layer, survival rate of planted vegetation, an estimate of natural revegetation, and a qualitative estimate of plant vigor as measured by evidence of reproduction.
- b. Discuss the general health of the planted trees.
- c. Describe the vegetative communities developing within and the overall condition of the entire Bank.
- d. Describe wildlife usage and herbivory/browse problems, if present.
- e. Summarize the condition of the Bank.
- f. Identify maintenance activities performed.
- g. Document measures to control exotic/invasive species colonization/establishment.

D. Schedule:

1. Vegetative monitoring and reports shall be completed in the spring (when new growth makes identification practicable) of years 1, 3, 5, 10, 15, and prior to and following the first thinning operation.
2. If Year 1 success criteria is obtained, but all performance criteria have not been met in the 5th year, a monitoring report shall be required for each consecutive year until two annual sequential reports indicate that all criteria have been successfully satisfied (i.e., that corrective actions were successful).
3. Reports discussing measure to control exotic/invasive species shall be provided annually until such time as all Initial Success Criteria and Interim Success Criteria identified in Sections V.A and V.B have been met and verified by the IRT. The annual reports should document items such as exotic/invasive species, method of treatment/control, machinery

and/or chemical treatments utilized, timing of treatments/work, effectiveness of previous treatments/work, etc.

4. Reports will be submitted by June 1st of each monitoring year.

5. Post-harvest inspection reports shall be submitted to CEMVN by December 31 of the year in which the harvest occurred. The Sponsor shall record where harvests occurred, the approximate basal area of standing timber by species, and the number and species of seedlings that were replanted.

6. Monitoring reports shall be provided to CEMVN and made available to other members of the IRT upon request. Attachment 4 provides a recommended format for monitoring reports.

VII. CONTINGENCY AND REMEDIAL ACTIONS AND RESPONSIBILITIES

In the event monitoring reveals that initial success criteria have not been met, the Sponsor shall take measures to achieve those criteria in accordance with the following plan:

A. Seedling Survivorship:

1. If survival is less than 50 percent per acre as determined by sampling or by observing high mortality at any location within the planted areas, or target species ratios are not met, the Sponsor shall take appropriate actions, as recommended by the IRT, to address the causes of mortality and shall replace all dead seedlings with new seedlings of the appropriate species during the following planting season. Replanting, monitoring and reporting, as previously described, shall occur as needed to achieve and document the required one-year survival rate.

2. If the survival criterion is not met after three unsuccessful attempts, CEMVN will convene a meeting of the IRT and the Sponsor to decide if replanting should continue. Should the IRT determine that achieving the required survival rate would not be likely; the Sponsor shall be required to provide replacement mitigation for the increment of value that did not accrue within the unsuccessful areas within one year of this decision. In addition, the IRT will reassess the Bank to determine whether the use of the Bank should be discontinued or if a new management potential should be calculated incorporating the new conditions.

3. Year 5 monitoring shall verify seedling composition and survivorship goals established in Section V. The Sponsor shall implement remedial action, as deemed necessary by the IRT, to ensure attainment of Year 5 survivorship and composition criteria.

B. Contingencies for hydrology:

If wetland hydrology is not re-established by Year 5, the Sponsor would assess which areas need attention. With approval of the IRT the Sponsor would establish short term water holding area(s) to increase available water to irrigate the site.

C. *Force Majeure*:

Force Majeure is defined here as a natural event over which the Sponsor has no control to prevent the damage from occurring. The following are examples of *Force Majeure*: Fire (other than arson), wind, flood, drought and other natural disasters and insect damage, or infection damages to planted vegetation.

Following an event determined to be *Force Majeure*, use of the mitigation bank will be temporarily suspended pending determination of impacts to the Bank. The IRT will then determine the mitigation credits remaining in the bank to ascertain whether sufficient credits are available to cover the credits sold at the bank and the sale of credits can continue. Should there be a short fall, credit sales will be suspended until the Sponsor has performed remedial work necessary to produce additional credits. If required remedial actions are not taken within one year following the event, the IRT will close the bank. The sponsor will continue to provide monitoring reports as specified in this document unless determined to be unnecessary by the IRT.

Damages (identified below) caused by events beyond the control of the Sponsor and for which contractual agreements are not guaranteed may be repaired using funds (principal and interest) accumulated in the endowment account by the Sponsor, the Long-Term Steward or Holder, provided the YEAR 5 criteria have been met for the Bank in its entirety. The Sponsor shall bear the financial responsibility for any and all remedial measures necessary to correct any deficiency caused by any means prior to successful attainment and verification of the YEAR 5 criteria by the IRT. The funds will be provided to whichever entity has responsibility to repair the resulting damages at the time of catastrophic event. Expenditures shall be approved by the IRT if the damage occurs after successful attainment of the Year 5 criteria to address the following issues:

VIII INSPECTION BY IRT AND HOLDER

The Sponsor, or Long-Term Steward, shall, upon request, allow any member of the IRT and/or Holder to inspect the Bank. The Sponsor shall monitor planted portions of the Bank to verify achievement of success criteria described in Section V and to validate compliance with the terms of the conservation servitude and this BI.

IX. FINANCIAL ASSURANCES

The purposes of financial assurances are twofold: (1) to ensure that sufficient funds are available for performance of the ecologic restoration of the mitigation bank lands or acquisition of similar or preferable ecological value in the case of bank failure, and (2) to

provide a source of funding for the perpetual maintenance of the mitigation bank. To accomplish these goals, sufficient funds to perform the restoration work must be escrowed and a Long-Term Management Fund established.

A. Prior to credit sales, the Sponsor shall establish a financial mechanism to ensure that sufficient funds are available to a third party in the case of non-compliance or bank failure. "Third party" is defined to mean the Holder, Long-Term Steward or an agency represented on the IRT or its designee to effect necessary corrections.

B. To establish the required financial assurance, \$750.00 for each acre of mitigation sold shall be placed within an escrow account administered by a federally-insured depository that is "well-capitalized" or "adequately-capitalized" as defined in Section 38 of the Federal Deposit Insurance Act.

C. The Sponsor shall provide copies of depository account statements to CEMVN upon request and/or in their annual report.

D. When all wetland mitigation acres/credits have been sold, the amount shall total not less than \$150,000.00.

E. Interest from the escrow account shall be made available to the Sponsor.

F. The escrow account shall guarantee payment to a third party, as determined appropriate by the CEMVN in consultation with the IRT, in the event that the Sponsor does not fulfill its obligations to perform, as specified in this Banking Instrument.

G. Payment to the third party, as identified by CEMVN, of a specified amount of the escrowed funds shall be made upon written notification by CEMVN to the financial institution that the Sponsor is in non-compliance.

H. The escrowed funds will be reduced incrementally as success criteria are achieved provided all wetland mitigation acres/credits have been sold and a final ledger of acres/credits has been approved by CEMVN. The incremental release shall occur in accordance with the following:

1. Upon verification by the IRT that the initial success criteria (described in Section V. A.) have been attained for the whole tract, the CEMVN, acting on behalf of the IRT, shall advise the financial institution to release to the Sponsor \$25,000.00 of the escrowed funds.

2. Upon verification by the IRT that the interim success criteria (described in Section V. B.) have been attained, the CEMVN, acting on behalf of the IRT, shall advise the financial institution to release to the Sponsor \$50,000.00 of the escrowed funds.

3. At approximately year 15, when canopy closure has been achieved and the IRT concurs that exotic/invasive vegetation encroachment has been sufficiently

controlled, an additional \$25,000.00 shall be released to Sponsor or to the Long-Term Steward, if Sponsor has designated one.

4. The remaining escrowed funds, \$50,000.00 shall remain within the escrow account as the Long-Term Management Fund.

I. In the event of a catastrophic event, as determined by the IRT, that affects the long term viability of the Bank, the IRT can cause the appropriate corrections to occur by directing the Sponsor or Third Party to implement corrections which will be funded by a release of said funds.

J. Any unspent funds shall remain in this fund if not utilized to repair the Bank from a catastrophic event or for long-term management of the Bank site. This Long-Term Management Fund will be transferred to the designated Long-Term Steward or other landowner for use in addressing future catastrophic events or land management requirements once all monitoring has been completed and all credits from the Bank have been debited.

K. In the event the Long-Term Management Fund is reduced below \$50,000.00 for any reason, interest will be allowed to accumulate until the \$50,000.00 fund amount is re-established.

If the IRT believes that Sponsor is not being prudent in complying with the terms and intent of this Banking Instrument, it will provide written notice to Sponsor, including a detailed description of the basis of the non-compliance. Sponsor shall submit a written corrective action plan to CEMVN and other members of the IRT for review and approval within forty-five (45) days of receiving written notice of non-compliance. The corrective action plan shall, at a minimum, identify the cause of the non-compliance, the remedial measures necessary, and a time line for implementing said measures and come into compliance. To the extent practicable, CEMVN and the IRT shall approve or disapprove the corrective action plan within forty-five (45) days of receipt, provided that sufficient information and acceptable measures are contained within the plan.

In the event that Sponsor is placed in non-compliance and either does not provide the corrective action plan within the time frame specified above or does not implement the features of the corrective action plan within the time frames specified therein, all or a portion of the funds guaranteed by the Surety shall be released to a third party designated by CEMVN at the time of default to effect necessary corrections or acquire equivalent ecological value elsewhere.

X. BANK USE

A. Service Area:

The Bank is established to provide compensation for impacts to bottomland hardwood wetlands, within the Western Terraces of the Mermentau River in U.S.G.S.

Hydrologic Cataloging Unit 8080201. The primary service area would be this cataloging unit. The secondary Service area would be those hydrologic units within the 080802 accounting unit.

B. Projects Eligible to Use the Bank:

Only after CEMVN has determined that the Bank is appropriate can the Bank be used to satisfy a permittee's mitigation responsibilities and only if the Sponsor and the permittee reach a mutually acceptable financial agreement. Generally, compensation generated by the establishment, restoration and enhancement efforts at this Bank would be appropriate for those projects meeting the following requirements:

1. The adverse impacts are determined by CEMVN to be unavoidable and on-site compensation does not fully offset adverse impacts,
2. The affected habitat is bottomland hardwood or the compensation offered by the Bank is determined to be ecologically preferable in consultation with the other regulatory and resource agencies, and
3. The impacted site occurs within the primary service area of the Bank or the impacted site occurs in the secondary service area and there is no other practicable, ecologically appropriate mitigation opportunity in the 8-digit HUC in which the impact occurs.

Generally the Bank will not be appropriate for adverse impacts occurring outside the primary/secondary Bank service area and/or impacts that are to other wetland types. However, the Corps may consider use of the Bank on a case-by-case basis if after consulting with the other regulatory and resource agencies, they determine that the Bank offers ecologically preferable compensation to that available within the impacted watershed. To compensate for out-of-kind impacts and/or impacts in other watersheds may require adjustment of the compensation ratio which may increase the amount of mitigation.

C. Assessment of Credits:

The exchange currency of the bank is acres. To determine the amount of acres required to offset a particular impact to bottomland hardwood wetlands, CEMVN will use either best professional judgment or an assessment method that calculates the number of credits per acre available at the bank and the number of credits lost as a result of an impact. The same assessment method will be used to calculate both credits available and credits lost. The amount of available credits per acre calculated using the Wetland Value Assessment and the Impact/Compensation Assessment Technique is included as Attachment 4.

CEMVN will use a minimum compensation ratio of 1:1 for the permanent loss of wetland functions to low quality forested ecosystems. Impacts to moderate to high

quality forested wetlands will be determined on a case-by-case basis after consulting with the commenting resource agency(ies).

D. Schedule of Credit Availability:

Upon submittal of all appropriate documentation by the Sponsor, and subsequent approval by the IRT, CEMVN will provide in writing the release of all credits for use by the Sponsor.

E. Withdrawing Bank Credits:

1. Stipulations regarding the release of credits:

- a. The Sponsor may not sell credits without prior approval from CEMVN. Approval will generally be written but may be given verbally and then documented by CEMVN in follow-up correspondence.
- b. The Sponsor shall incur the responsibility for the long-term management, maintenance, monitoring and protection of the restored wetlands pursuant to entering into contracts with permit recipients,
- c. The Sponsor shall not commit to providing acreage that is not available or committed for other projects. Should the number of credits debited exceed the number created, then no further credit sales shall occur until the Sponsor has implemented corrective actions and achieved the success criteria so as to provide for the number of credits to be greater than or equal to the number of credits debited to cover permitted impacts with this Bank. Should remedial actions not produce sufficient credits, the sponsor shall secure the necessary acreage at another bank to offset the shortage.

2. Procedure for selling bank credits:

- a. CEMVN, with input from interested resource agencies, will determine the credits that must be secured to fully compensate for the project's wetland impacts. CEMVN will inform the applicant and the Sponsor in writing that the Bank is appropriate for offsetting the unavoidable adverse impacts associated with his proposed project. At this point, the applicant may choose the Bank or another appropriate bank to perform his compensatory mitigation or he may opt to perform his own appropriate site-specific mitigation project.
- b. Should the applicant select this Bank, the applicant will contact the Sponsor and arrange with the Sponsor to purchase the necessary acres as determined by CEMVN.
- c. Upon reaching a mutual agreed upon arrangement, the Sponsor shall execute a contract with the applicant to provide the necessary acreage and submit to CEMVN an executed copy of the contract within two working days. The contract shall

stipulate the applicant's name as it appears on the permit, the appropriate DA permit number and the amount of acreage sold to the applicant.

3. Other provisions:

a. Whatever assessment method is used to determine compensation, the results will be converted to acres. For instance, if a permitted project's impacts are evaluated using the WVA, the net loss is expressed in AAHU's (ICAT, credits per acre). This net loss would be divided by the bank's management potential (AAHU's/credits per acre) for that habitat to determine the applicant's mitigation obligation expressed in acres. The acreage amount would then be deducted from the bank's balance.

b. Any special arrangement between the Sponsor and applicant (including pricing, graduated payments, phasing in of the compensation, etc.) are between the Sponsor and applicant. No matter what arrangements are made, the amount of acreage required by CEMVN will be deducted from the Bank's balance and the mitigation must be accruing credits as required in other sections of this agreement.

F. Requirements Prior to Release of Credits:

1. Permits: The Sponsor will obtain all necessary permits or other authorizations needed to construct and maintain the Bank, prior to debiting any advance credits. This BI does not fulfill or substitute for such authorization. In addition, the Sponsor agrees not to utilize a non-reporting Nationwide Permit or Regional Permit under Section 404 of the Clean Water Act to impact any Waters of the United States on the property. Notification shall be required for the use of any Nationwide Permit and/or Regional Permit.

2. Conservation Servitude: The Sponsor shall execute a conservation servitude (pursuant to the Louisiana Conservation Servitude Act, R.S. 9:1271 et seq.) substantially in the form attached hereto as Attachment F and record it in the Mortgage and Conveyances Records Office of Evangeline Parish. The Conservation Servitude Holder shall be approved by the IRT prior to its execution. The Holder shall be qualified to hold this Conservation Servitude by virtue of being:

a. A governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or

b. A charitable corporation, charitable association, or charitable trust, qualified under § 501(c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

1. Retaining or protecting the natural, scenic, or open-space values of immovable property;

2. Assuring the availability of immovable property for agricultural, forest, recreational or open-space use;

3. Protecting natural resources;

4. Maintaining or enhancing air or water quality; or

5. Preserving the historical, archaeological or cultural aspects of unimproved immovable property.

3. Financial Assurance: The Sponsor shall establish the financial assurance stipulated in Section IX. The value of the account and the release of the escrow account are described in Section IX of this BI.

4. Property Ownership: The Sponsor shall provide a title search that identifies all known encumbrances including mortgages, liens, rights-of-way, servitudes, easements, etc. The Sponsor shall provide documentation that the conservation servitude is not subordinate to any other easement or major lien.

5. Execution of BI: The BI must be approved by all participant IRT agencies, as indicated by their signature on this BI; and

6. Work Schedule: Work to begin within one year of the initial sell of credits.

XI. LONG-TERM MAINTENANCE AND PROTECTION

The Sponsor, or its heirs, assigns or purchasers shall be responsible for maintaining and protecting lands contained within the Bank in perpetuity, unless bank lands are transferred or sold to a state or federal resource agency or non-profit conservation organization. The conservation servitude (Attachment 3) shall incorporate this BI by reference and bind the Sponsor, its heirs, assigns, and future owners to complying with the terms of this copy of the BI. A copy of the conservation servitude to be filed in the real estate records of the Mortgage and Conveyance Office of Evangeline Parish shall be provided to CEMVN for review and approval prior to filing. After filing, a copy of the recorded conservation servitude, clearly showing the book, page and date of filing, will be provided to CEMVN.

A. Uses Prohibited by the Conservation Servitude:

1. Placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such items on the Property.

2. Mechanized land clearing or deposition of soil, shell, rock or other fill on the Property without written authorization from CEMVN.

3. Cutting, removal or destruction of vegetation on the property except in accordance with Sponsor's timber management plan and/or in accordance with any permits authorized by the Corps of Engineers at the time the cutting is proposed. Timber harvests/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site.

4. Grazing of cattle or other livestock on the property.

5. Commercial, industrial, agricultural, or residential uses of the Property or partitioning by fencing without prior approval from the IRT.

6. Dredging, draining, ditching, damming or in any way altering the hydrology of the Property except as required or permitted by this BI.

7. All other activities, which the IRT determines to be inconsistent with the establishment, maintenance and protection of wetlands within the Bank and that may or may not be subject to Corps of Engineers regulatory authority.

B. Uses Allowed By the Conservation Servitude:

No other human activities that result in the material degradation of habitat within the Bank shall occur without written authorization from CEMVN. *However, it is understood that the conservation servitude shall not prohibit, subject to appropriate regulatory authority, hunting, fishing, trapping, non-consumptive recreational pursuits, exploration and production of minerals, and timber harvesting conducted for enhancing performance of wetland functions, subject to all applicable Federal, State and/or local licenses and permits and other provisions contained herein.*

1. Monitoring of vegetation, soils and water;

2. Hunting and fishing, and non-consumptive recreational uses such as hiking and bird watching;

3. Ecological education;

4. Exploration and production of minerals;

5. Provision of rights-of-way;

6. Timber harvesting as set forth herein; and

7. Compliance with Federal regulations or appropriate court orders.

XII. ADDENDA TO THE MITIGATION BANK

This BI may be amended to include additional wetland acreage in the Bank, subject to the provisions set forth in each addendum. If appropriate, a separate wetland value assessment may be conducted to determine habitat values of each additional tract. Each addendum will immediately become part of this BI upon approval by the IRT and will be supplied to the cosignatories.

Conversely, the Sponsor may elect at any time to close out a tract in which no credits have been sold. However, notification to the IRT must be given prior to removal of acreage. The Sponsor understands that the reduction in bank size may reduce the total number of credits for the Bank. The new management potential shall apply to the Bank's remaining acreage and that previously sold.

XIII. MODIFICATION OF THIS BI

This BI is subject to written modification as mutually agreed to by the IRT and the Sponsor for such reasons as significant policy or regulation changes. Should changes in this BI be required by the IRT that are not acceptable to the Sponsor, the sponsor may elect to end his participation and close the Bank. At that time, the IRT shall (1) revise the Bank's management potential based on the planted acreage at closure, (2) calculate the credits sold by the bank, and then (3) determine whether the previously sold acreage is sufficient to balance mitigation needs or whether additional acreage is needed to be left in the bank to balance the credits mitigated at the bank. The conservation servitude will remain in force on that portion of the property remaining in the Bank and a sufficient buffer to protect the integrity of the Bank. No recourse will be taken against any individuals who have contracted with the Sponsor prior to such modifications, or against said parties in the event the BI is terminated. Nothing in this BI shall be construed as altering responsibilities or empowering new authorities of the signatory agencies.

XIV. TERMINATION OF THIS BI

Should the IRT determine that the Sponsor is in material default of any provision of this BI, the IRT, acting through the Corps may notify the Sponsor that the sale or transfer of any Credits will be suspended until the appropriate deficiencies have been remedied. Upon notice of such suspension, the Sponsor agrees to immediately cease all sales or transfers of Mitigation Credits until the IRT informs the Sponsor that sales or transfers may be resumed. Should the Sponsor remain in default, the IRT, acting through CEMVN, may terminate the BI and any subsequent Bank operations. Upon termination, the Sponsor agrees to perform and fulfill all obligations under this BI relating to Credits that were sold or transferred prior to termination.

If circumstances warrant, such as misrepresentation, misapplication, misappropriation, improper management, non-disclosure of pertinent information or non-compliance with the terms of this BI by the Sponsor, CEMVN and other members may void their recognition of the Bank as well as terminate their future participation in this BI. Any executed and recorded

conservation servitude pertaining to wetlands restored pursuant to mitigation contracts and this BI will remain in full force and effect, and as waters of the United States, any subsequent discharges would require Section 404 authorization. Upon termination of this BI, the conservation servitude shall remain on those lands for which credits were sold for the use as compensatory mitigation for adverse impacts associated with DA permits. In addition, a buffer sufficient to protect the integrity of the Bank shall be established and protected by the conservation servitude. The revised conservation servitude shall be recorded in the Mortgage and Conveyance Office of Evangeline Parish with the holder acting as the long-term manager. All funds in the escrow account, if any, will be forfeited to the Holder. Additionally, intentional misrepresentation, misappropriation, non-disclosure of pertinent information, non-compliance with the terms of this BI, or any other intentional illegal act may be prosecuted to the fullest extent of the law.

Each signatory agency agrees that it will not unreasonably withdraw their authorization of or participation in this BI. Any member of the IRT choosing to withdraw its authority or participation shall provide written notification stating reasons for its withdrawal to CEMVN and the Sponsor. The Sponsor, in its sole discretion, and after providing written notification to CEMVN, may terminate this agreement as to any acreage not committed as compensation. As waters of the United States, any subsequent discharges in the area would require Section 404 authorization.

XV. TRANSFER OF OPERATION AND/OR OWNERSHIP

Real property ownership cannot be transferred prior to all tracts having (1) obtained canopy closure and (2) achieved all success criteria identified in Section V.B. of this Agreement. The new Sponsor and/or real property owner must agree to and assume all responsibility for the long-term requirements of this Agreement and confirm by providing a signed and notarized transfer form.

The Bank, sponsorship or real property, maybe transferred, by sale or donation, to an entity that is willing to own, manage and sell mitigation credits from the property, to an established land trust, publicly recognized conservation organization, state resource agency, or federal resource agency. The charter for non-governmental entities must clearly identify the stewardship policy of the organization. The transfer is subject to approval by the IRT. Transfer to any entity must be accompanied by completion of the attached transfer form (**Attachment 8**) by all parties. Financial endowments held must accompany the transfer. The Bank remains subject to the perpetual conservation servitude and the terms of this Agreement.

XVI. OTHER PROVISIONS

A. Dispute Resolution: CEMVN shall resolve all disputes concerning application of this BI. During the evaluation of a dispute, CEMVN will consider comments from the other members of the IRT and the Sponsor and/or information provided by an independent review.

B. Specific Language of BI Shall Be Controlling: To the extent that specific language in this document changes, modifies, or deletes terms and conditions contained in those documents that are incorporated into the BI by reference, and that are not legally binding, the specific language within the BI and any associated Bank Development Plans shall be controlling.

C. Invalid Provisions: In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

D. Headings and Captions: Any paragraph heading or captions contained in this Agreement may be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

E. Liability of Regulatory Agencies: The responsibility for financial success and risk to the investment initiated by the Sponsor rests solely with the Sponsor. The regulatory agencies that are parties to this agreement administer their regulatory programs to best protect and serve the public's interest in its water resources, and not to guarantee the financial success of mitigation banks, specific individuals, or entities. Accordingly, there is no guarantee of profitability for any individual mitigation bank. The Sponsors should not construe this agreement as a guarantee in any way that the Agencies will ensure sale of Credits from this Bank or that the Agencies will forgo other mitigation options that may also serve the public interest. Since the Agencies do not control the number of mitigation banks proposed or the resulting market impacts upon success or failure of individual banks, in depth market studies of the potential and future demand for Bank Credits are the sole responsibility of the Bank proponent.

F. Counterpart: The parties may execute this agreement in two or more counterparts, which shall, in the aggregate, be signed by all parties. Each counterpart shall be deemed an original as against any party that has signed it.

G.D.E. Investments LA, LLC

DATE

RICHARD P. WAGENAAR
COLONEL, U.S. ARMY
DISTRICT ENGINEER

DATE

JAMES F. BOGGS
ACTING SUPERVISOR, LOUISIANA FIELD OFFICE
U.S. FISH AND WILDLIFE SERVICE

DATE

MIGUEL FLORES, DIRECTOR
WATER QUALITY PROTECTION DIVISION
U. S. ENVIRONMENTAL PROTECTION AGENCY

DATE

BRYANT HAMMETT, SECRETARY
LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

DATE

Attachment 1: Federal Authorities

1. Clean Water Act (33 USC 1251 et seq.);
2. Rivers and Harbors Act (33 USC 403);
3. Fish and Wildlife Coordination Act (16 USC 661 et seq.);
4. Regulatory Programs of the Corps of Engineers, Final Rule (33 CFR Parts 320-330);
5. Guidelines for Specification of Disposal Sites for Dredged and Fill Material (40 CFR Part 230);
6. Memorandum of Agreement between the Environmental Protection Agency and the Department of the Army concerning the Determination of Mitigation Under Clean Water Act, Section 404 (b)(1) Guidelines (February 6, 1990);
7. Federal Guidance for the Establishment, Use, Operation of Mitigation Banks (60 F.R. 58605 et seq. November 28, 1995);
8. Regulatory Guidance Letter No. 02-02, U.S. Army Corps of Engineers, December 26, 2002; and
9. State of Louisiana: Louisiana Revised Statute 56

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 2: Maps

Attachment 2a: Location Map

Attachment 2b: Wetland Determination Map

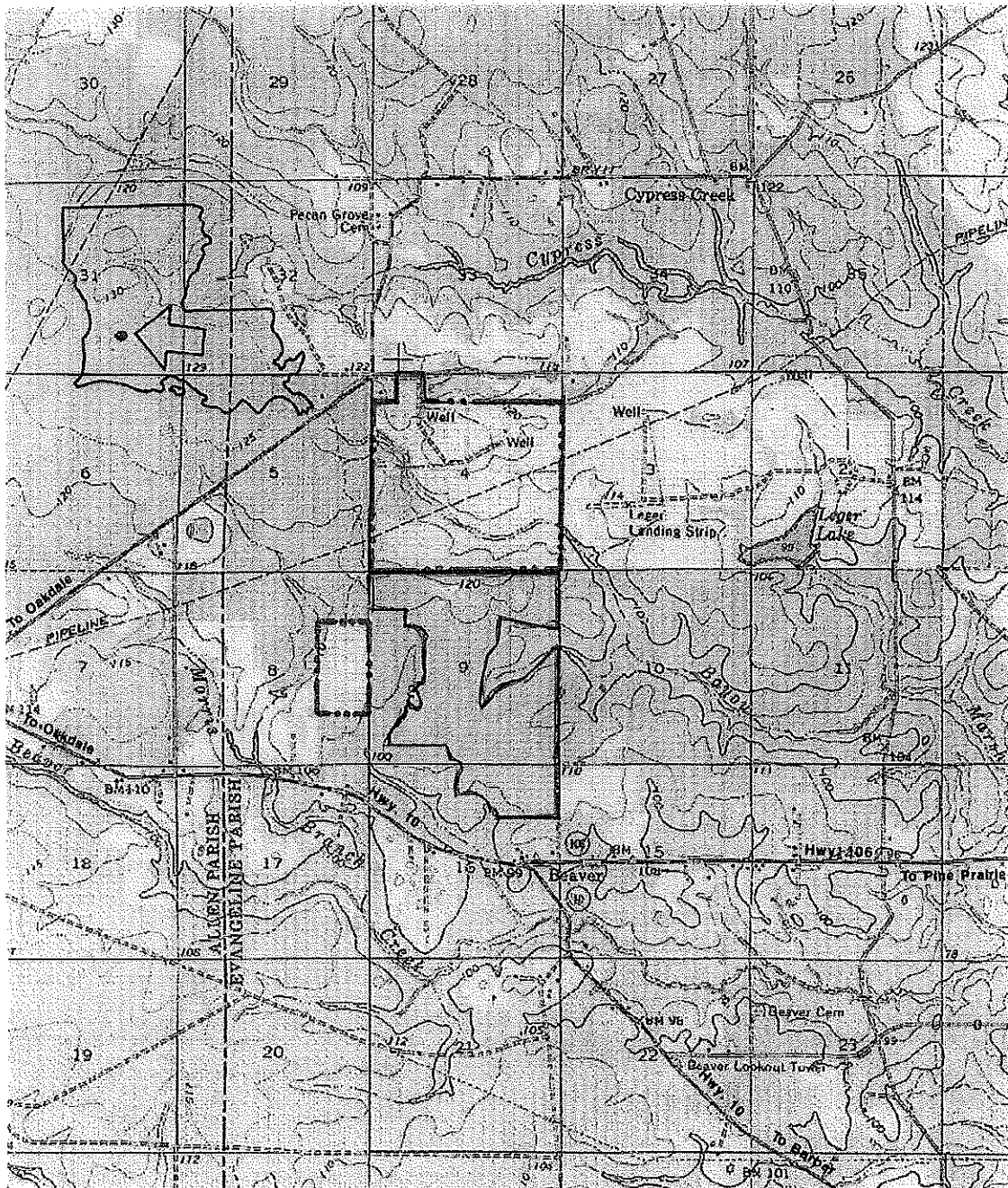
Northern Portion

Southern Portion

Attachment 2c: Site Soils Map

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument




Attachment 2a: Location Map



G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

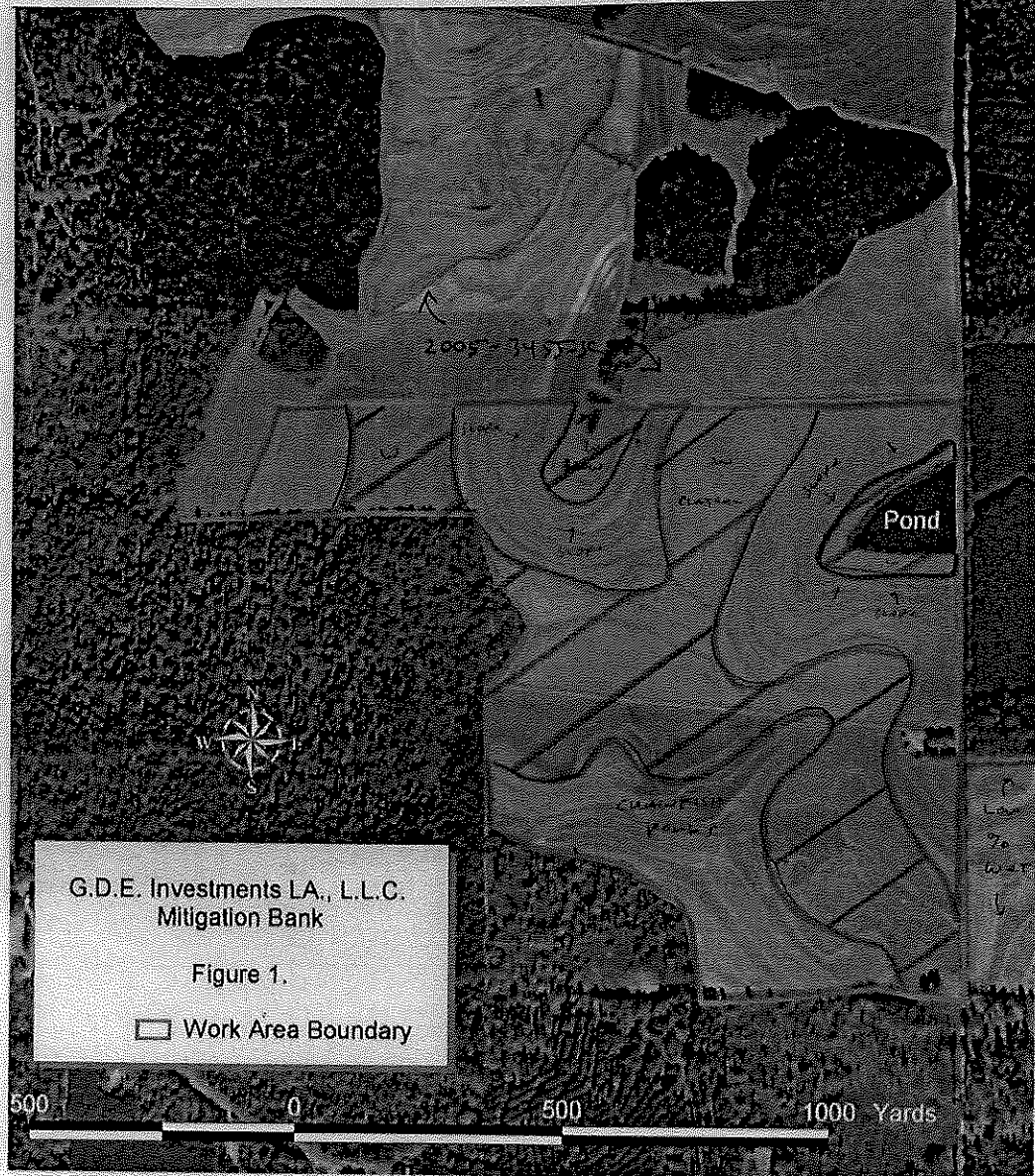
Wetland Delineation Map – Southern portion

USACE Acct. # MVN-2007-391-SC
For Kip Manual, fsv 12-7-06 gmc
Sections 9 & 16, T3S, R2W, Evangeline Parish, La.
Lat. 30.8057847694, Lon. -92.5731415528

-  = POTENTIAL WETLAND
 = NONWET
 = WATER

NOTE: This wetland delineation is based on the predominance of hydric soils in areas that could be converted to wetlands if hydrology is restored.

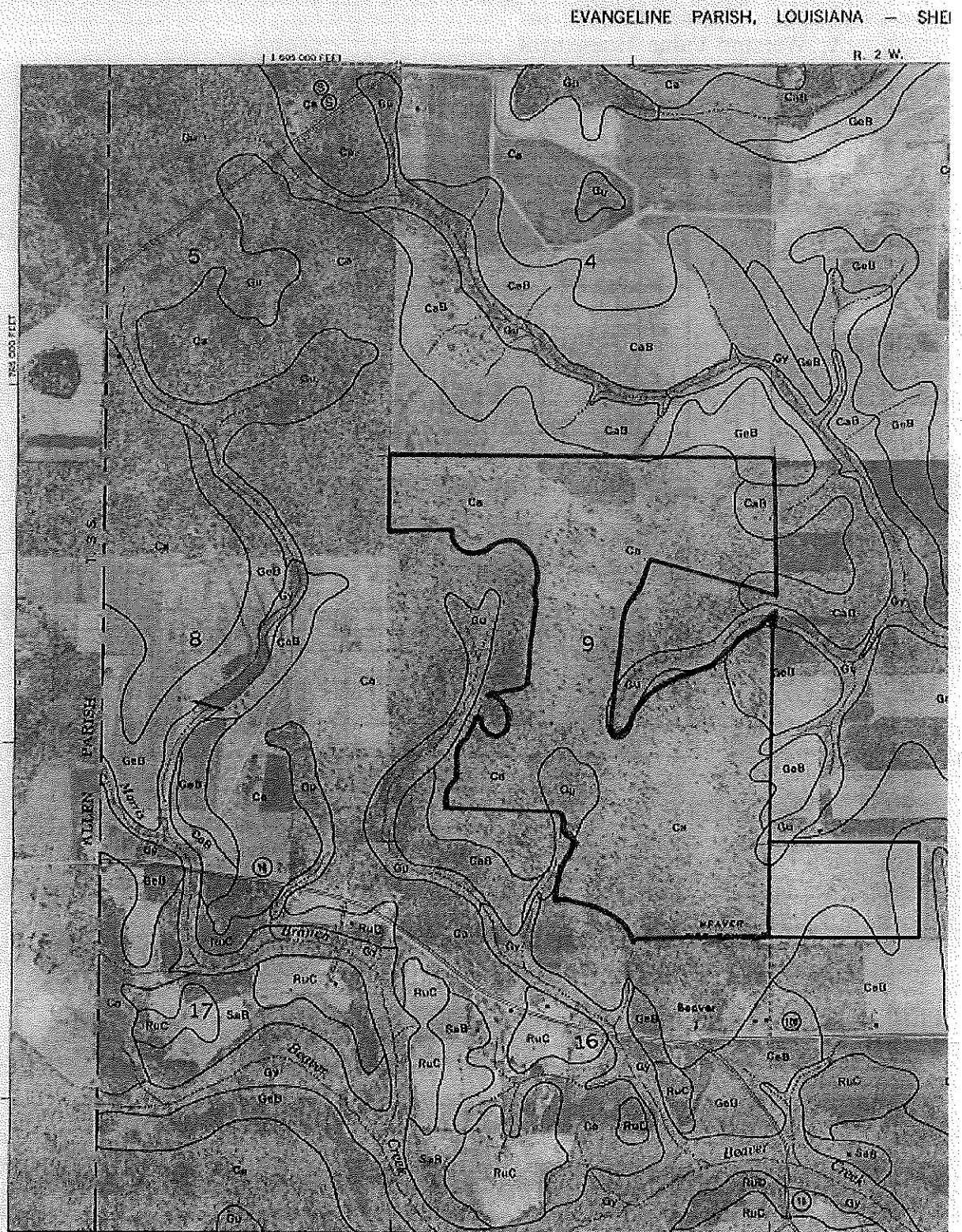
This delineation should not be construed as a survey of the jurisdictional wetland/nonwetland boundary.



Wetland Delineation Map – Southeastern portion



Attachment 2c: Soils Survey Map



G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

Attachment 3: Wetland Assessments

A. Wetland Value Assessment

**COMMUNITY HABITAT SUITABILITY MODEL
BOTTOMLAND HARDWOOD FOREST**

APPLICANT: GDE Investments
 SITE: GDE Mitigation Bank
 DATE: 10/07/07
 SITE SIZE: 1

Without
Proposed Project

TARGET YEAR		TY = 0		TY = 1		TY = 10		TY = 25		TY = 50	
VARIABLE		Class	Value	Class	Value	Class	Value	Class	Value	Class	Value
V1 Species Assoc		Class 1	0.2	Class 1	0.2	Class 1	0.2	Class 1	0.2	Class 1	0.2
V2 Maturity	AGE	0	0	AGE	0	AGE	0	AGE	0	AGE	0
Input age or DBH	DBH	0	0	DBH	0	DBH	0	DBH	0	DBH	0
V3 Understory/ Midstory	Understory	100	0.35	Understory	100	0.35	Understory	100	0.35	Understory	100
	Midstory	0	0	Midstory	0	Midstory	0	Midstory	0	Midstory	0
V4 Hydrology	Class	3	1	Class	3	1	Class	3	1	Class	3
V5 Forest Size	Class	5	1	Class	5	1	Class	5	1	Class	5
V6 Surrounding Land Use	%	50	0	%	50	0	%	50	0	%	50
a) Forest/Marsh	0	0	0	0	0	0	0	0	0	0	0
b) Abandoned Ag	0	0.8	0	0	0.8	0	0	0.8	0	0	0.8
c) Pasture/Ag	50	0	50	0	50	0	50	0	50	0	50
d) Active Ag	0	0	0	0	0	0	0	0	0	0	0
e) Development	0	0	0	0	0	0	0	0	0	0	0
V7 Canopy Closure	Class	1	0.41	Class	1	0.41	Class	1	0.41	Class	1
Canopy Closure Data	3	1	3	1	3	1	3	1	3	1	3

HSI (Class 2)

0 0 0 0 0

With Proposed Project

TARGET YEAR		TY = 0		TY = 1		TY = 10		TY = 25		TY = 50	
VARIABLE		Class	Value	Class	Value	Class	Value	Class	Value	Class	Value
V1 Species Assoc		Class 1	0.2	Class 1	0.2	Class 2	0.4	Class 4	0.8	Class 5	1
V2 Maturity	AGE	0	0	AGE	1	AGE	10	AGE	25	AGE	50
Input age or DBH	DBH	0	0	DBH	0	DBH	0	DBH	0	DBH	0
V3 Understory/ Midstory	Understory	100	0.35	Understory	100	0.35	Understory	100	0.35	Understory	50
	Midstory	0	0	Midstory	0	Midstory	0	Midstory	0	Midstory	35
V4 Hydrology	Class	3	1	Class	3	1	Class	3	1	Class	3
V5 Forest Size	Class	5	1	Class	5	1	Class	5	1	Class	5
V6 Surrounding Land Use	%	50	0	%	50	0	%	55	0	%	55
a) Forest/Marsh	0	0	0	0	0	0	0	0	0	0	0
b) Abandoned Ag	0	0.8	0	0	0.8	0	0.88	0	0.88	0	0.88
c) Pasture/Ag	50	0	50	0	50	15	0	15	0	15	0
d) Active Ag	0	0	0	0	0	0	0	0	0	0	0
e) Development	0	0	0	0	0	0	0	0	0	0	0
V7 Canopy Closure	Class	1	0.41	Class	3	1	Class	3	1	Class	3
Canopy Closure Data	3	1	3	3	3	3	3	3	3	3	3

HSI (Class 2)

0 0.118208 0.385362 0.697721 0.915114

Calculation of Management Potential

	Future Without Management			Future With Management		
Target years	HSI	Ave. HSI		HSI	Ave. HSI	
0	0	0		0	0	
1	0	0		0.11821	0.0596	
10	0	0		0.38536	2.18056	
25	0	0		0.69721	7.96925	
50	0	0		0.91511	21.109	
	AAHSI	0		AAHSI	0.62637	

Management Potential = 0.63

G.D.E. Investments LA, LLC Mitigation Bank
Banking Instrument

B. Impact/Compensation Assessment Technique

Table 2B: Proposed Restoration/Enhancement Mitigation Worksheet

Site-Specific Mitigation Site Name:

GDE Investments Mitigation Bank

Mitigation Project HUC:

08080201

Mitigation Project Basin:

Mermentau

Mitigation Project in the
same basin as the impact:

(Yes or No)

Factors	Area 1	Area 2	Area 3	Area 4	Area 5
Mitigation Type	Re-establishment 2.5	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Maintenance/ Management Requirement	Self-Sustaining 1.5	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Commercial/Residential Development	No Impact	No Impact	No Impact	No Impact	No Impact
Oil & gas activities	No Impact	No Impact	No Impact	No Impact	No Impact
Size	area >100 acres	area >100 acres	area >100 acres	area >100 acres	area >100 acres
Ditching	No Impact	No Impact	No Impact	No Impact	No Impact
Utility Corridors	No Impact	No Impact	No Impact	No Impact	No Impact
Transportation	No Impact	No Impact	No Impact	No Impact	No Impact
	0	0	0	0	0
Control	Conservation Baseline 0.4	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Temporal Lag	Over 20 -0.3	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Credit Schedule	Schedule 2 0.3	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Kind	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Location Relative to Impact	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0	(Select an Option) 0
Sum of m Factors	4.4	0	0	0	0
Mitigation Area Size	0.0	0.0	0.0	0.0	0.0
M x A=	0.0	0	0	0	0

Total Restoration/Enhancement Credits = $\sum (M \times A) =$

0.0

Attachment 4: Sample Conservation Servitude

CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF

BE IT KNOWN, that on this _____ day of _____, 200 , before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared _____, who, after being duly sworn by me, Notary Public, did depose and state that he (she) is a duly sworn representative of said (Limited Liability Corporation, corporation, etc.) and that said (Limited Liability Corporation, corporation, etc.) is a business licensed and located in the State of Louisiana, whose mailing address is _____ (hereinafter "GRANTORS"), and who declares:

1. That GRANTORS, in consideration of the mutual benefits to be derived in the establishment of the _____ Mitigation Area and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, _____ (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTORS have or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

PROPERTY DESCRIPTION (herein after the "PROPERTY")

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.

3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

- a) A governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or
- b) A charitable corporation, charitable association, or charitable trust, qualified under § 501(c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

- 1) retaining or protecting the natural, scenic, or open-space values of immovable property;

- 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use;
 - 3) protecting natural resources;
 - 4) maintaining or enhancing air or water quality; or
 - 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.
4. Except as provided in the Mitigation Bank Interagency Agreement, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on said PROPERTY; the building of roads, trails or paths on said PROPERTY; changing the elevation of or contours of said PROPERTY; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to main said PROPERTY in its natural state. (This section can be modified as needed. For instance, it is common for land owners to "Reserve" specific rights, such as hunting, recreation, forest management, road maintenance, mineral ownership and exploration, etc. You may want to add things as needed; such as if the property abuts water, you may want to put something in about erosion protection.)
5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.
7. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.
8. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph X, above.

9. This conservation servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple

originals, in the presence of the undersigned competent witness, and me, Notary Public, on this _____ day of _____, 200 , at

_____, Louisiana.

WITNESSES: _____

GRANTOR: _____

BY: _____

NOTARY PUBLIC
My commission
expires:_____.

ACCEPTANCE

WITNESSES: _____

HOLDER: _____

BY: _____

NOTARY PUBLIC
My commission expires:
_____.

Attachment 5: Mitigation Bank Monitoring Form

I. List Tree Species Planted by Habitat Type

<u>Species</u>	<u>Number Planted</u>	<u>Percentage of Total Planting</u>
----------------	-----------------------	-------------------------------------

Provide a map of acreage planted, and indicate the date each tract was planted (if separate tracts were planted in different years, a monitoring report will be needed for each separate tract)

II. Initial Seedling Survival

A. After First Growing Season (linear plot samples)

If total is less than the amount required, or if ratio of hard mast to soft mast is less than required, explain shortfall in narrative section

<u>Planted Species</u>	<u>Number Surviving/Number Dead</u>	<u>Percentage of surviving trees</u>
------------------------	-------------------------------------	--------------------------------------

B. Date at which initial seedling survival and composition was obtained (if applicable)

**III. Describe implemented hydrologic restoration features and date of completion.
(Include photographic documentation)**

IV. Long-term Success Criteria (Four growing seasons after initial seedling success is obtained)

A. Provide map with 1/50th acre circular monitoring plots indicated and record the following:

<u>Plot #</u>	<u>Tree Species</u>	<u>Planted/Natural Recruit</u>	<u>% of total (all plots)</u>	<u>Avg. Height</u>
---------------	---------------------	--------------------------------	-------------------------------	--------------------

B. Estimate the number of trees per acre based on sample plots:

C. Ratio of hard to soft mast based on sample plots:

D. Estimate the number of shrubs per acre based on sample plots:

E. Document the presence of wetland hydrology (i.e., naturally recruiting vegetation > 50% FAC or wetter)

V. Problems with Exotic/Invasive Species and Herbivory Influence

A. Estimate number of undesirable trees/shrubs per acre

B. Describe measures taken to control exotic/invasive vegetation, if required or needed

C. Document effects of herbivory on seedling survival and implemented control measures

VI. Document wildlife usage

VII. Additional narrative input or explanations regarding required success criteria, necessary remediation, or general bank status, if not covered above.

Attachment 6: Transfer Agreement Letter

**U.S. ARMY CORPS OF ENGINEERS
NEW ORLEANS DISTRICT**

MITIGATION BANK TRANSFER

MITIGATION BANK: _____

When the work and/or mitigation authorized and required by the Interagency Agreement for the above-referenced Mitigation Bank are still in existence at the time this Mitigation Bank is transferred, all terms and conditions of that Interagency Agreement will become binding on the Transferee to the fullest extent of the law, the Transferee becoming the new Sponsor of the Mitigation Bank. To validate the transfer of this Mitigation Bank and the liabilities associated with compliance to the terms and conditions of the Interagency Agreement, the Transferee and Transferor sign and date below.

By signing and dating this Mitigation Bank Transfer, Transferee agrees to assume all legal liabilities associated with the Mitigation Bank and to abide by all conditions and requirements of the Interagency Agreement. The Interagency Agreement for the above-referenced Mitigation Bank is attached hereto and made a part hereof. By signing this Mitigation Bank Transfer, the Transferee also acknowledges the existence of the Conservation Servitude over the property composing the Mitigation Bank, a copy of which is attached hereto and made a part hereof.

Transferee
(Print or Type)

(Date)

Transferee's Signature
(Print or Type)

Transferee's Complete Mailing Address
(Print or Type)

Transferee's Telephone Number _____

G.D.E. Investments LA, L Mitigation Bank
Banking Instrument

By signing and dating this Mitigation Bank Transfer, Transferor agrees to transfer all lands, accounting ledgers and other assets including any remaining funds in the escrow account that make up the Mitigation Bank to Transferee.

Transferor
(Print or Type)

(Date)

Transferor's Signature
(Print or Type)

Transferor's Complete Mailing Address
(Print or Type)

Transferor's Telephone Number

Once completed, it is the responsibility of the Transferor to mail the original of this signed Mitigation Bank Transfer to:

U.S. Army Corps of Engineers
ATTN: CEMVN-OD-S
P.O. Box 20267
New Orleans, LA 70160-0267

The Transferor and Transferee shall be provided copies of an approved Mitigation Bank Transfer by the Corps of Engineers.

Approved this _____ day of _____, 20_____.

BY:

CEMVN-OD-S



"Ettinger, John F
MVN-Contractor"
<John.F.Ettinger@mvn02.usa
ce.army.mil>

03/14/2007 11:23 AM

To "Barlow, James A MVN"
<James.A.Barlow@mvn02.usace.army.mil>, Tamara
Mick/R6/USEPA/US@EPA

cc

bcc

Subject FW: GDE Investments Final Banking Agreement
(UNCLASSIFIED)

7-07-06
10-04-06

Classification: UNCLASSIFIED
Caveats: NONE

I have reviewed the final draft and believe it is ready for EPA signature.
Tammy, if you are OK with it, could you please route for Miguel's signature?
Thanks in advance.

John Ettinger
U.S. EPA Region 6
(504) 862-1119

-----Original Message-----

From: Barlow, James A MVN
Sent: Thursday, February 22, 2007 1:50 PM
To: Breaux, Brian W MVN; David_Soileau@fws.gov; Ettinger, John F
MVN-Contractor; kbalkum@wlf.louisiana.gov; Patti_Holland@fws.gov
Subject: GDE Investments Final Banking Agreement (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Attached is the final draft of the banking agreement incorporating the
comments previously provided by you. The sponsor has decided to go forward
with the bank <<Final Draft GDE BI.doc>> . We had some concern regarding the
amount of wetlands on the bank site. We will be giving credit for 278.3
acres of wetland restoration on the three tracts. Potentially additional
acres could be determined to be wet in the future but this is the best we
could do up front. Please review the document for content and typo's. I
think I got all the signature blocks correct this time. Please check. This
time when I put it out for signature, it will be final.

James A. Barlow, Jr.
Environmental Resource Specialist
US Army Corps of Engineers
New Orleans District
(504) 862-2250

Classification: UNCLASSIFIED
Caveats: NONE
Classification: UNCLASSIFIED
Caveats: NONE



Final Draft GDE BI.doc



"Ettinger, John F
MVN-Contractor"
<John.F.Ettinger@mvn02.usa
ce.army.mil>

07/07/2006 01:36 PM

To "Barlow, James A MVN"
<James.A.Barlow@mvn02.usace.army.mil>
cc Tamara Mick/R6/USEPA/US@EPA
bcc

Subject EPA Comments on G.D.E. Investments
(MVN-2005-2124-MJ)

James,

Based on the information provided in the subject public notice, dated June 8, 2006, EPA does not object to the proposed mitigation bank in Evangeline Parish, Louisiana. Our final acceptance of this bank depends on whether the conditions contained in the mitigation bank instrument are consistent with existing policy on compensatory mitigation, and a finding that the activity would effectively offset impacts to similar wetland types in the service area.

Thank you for the opportunity to review the proposed bank. We look forward to working with you, the sponsor, and the other members of the mitigation bank review team on this matter.

John Ettinger
EPA Region 6
Marine and Wetlands Section
(504) 862-1119

fws - supports

July 22, 2004

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P. O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO

ATTENTION OF

June 8, 2006

**Operations Division
Regulatory Branch**

Project Manager

James Barlow (504) 862-2250

james.a.barlow@mnv02.usace.army.mil

SUBJECT: MVN-2005-2124-MJ

PUBLIC NOTICE

Public Notice Purpose: Pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (30 Stat. 1151; 33 USC 403) and Section 404 of the Clean Water Act (86 Stat. 816; 33 USC 1344), the U.S. Army Corps of Engineers, New Orleans District, Regulatory Branch is soliciting comments from all interested parties on the development, utilization and long-term management of a proposed mitigation bank. The purpose of this mitigation bank is to provide compensatory mitigation for unavoidable impacts to wetland resources, including other waters of the United States, that result from projects authorized through the Department of the Army permit program.

PROPOSED MITIGATION BANK NEAR OAKDALE, LOUISIANA

NAME OF APPLICANT: G.D.E. INVESTMENTS LA., L.L.C., c/o Arrowhead Realty, 187 Robert Ave., Ville Platte, LA 70586

LOCATION OF WORK: In Evangeline Parish, near the community of Oakdale, Louisiana, in portion of Sections 5, 8, 9, & 16, T3S, R2W.

CHARACTER OF WORK: Re-establish a bottomland hardwood wetland forest on a 457.3-acre prior converted cropland site. Site restoration will consist of removing rice levees and/or crop rows and planting areas with one-year old seedlings representative of a forested assemblage historically common to the hardwood forests of the Western Terraces within the Mermentau River basin (Hydrologic Cataloging Unit 08080201). Additional information is provided in the attached prospectus and drawings.

Federal, state and local agencies and officials, Indian tribes, and other interested parties are encouraged to provide written comments to the New Orleans District. The comment period will close **30 days** from the date of this public notice advertisement. Written

*has possibility
surrounding forested wetland
old join - 159206*

July 22, 2004

comments, including suggestions for modifications or objections to the proposed work, stating reasons thereof, are being solicited from anyone having interest in this proposed mitigation bank. Letters must reference the public notice subject, be addressed and mailed to the above address, to **ATTENTION: REGULATORY BRANCH.**

You are requested to communicate the information contained in this notice to any other parties whom you deem likely to have interest in the matter.

Ronald J. Ventola
Chief, Regulatory Branch

Attachment

PROSPECTUS FOR G.D.E. INVESTMENTS LA., L.L.C. EVANGELINE PARISH, LOUISIANA

I. INTRODUCTION

The following prospectus summarizes the mitigation potential on approximately 457.3 acres of an 888-acre farm in Evangeline Parish. The purpose of this report is to summarize the existing conditions and to assess the potential for establishing a mitigation area for G.D.E. Investments La., L.L.C.

II. LOCATION

The proposed mitigation area is located in Section 5-8-9-16, Township 3 South, Range 2 West. (Figure 4) The property is located off Louisiana State Highway 106 in the Beaver Community approximately 5 miles west of Oakdale, Allen Parish and approximately 20 miles northwest of Ville Platte, Evangeline Parish. In addition, the new proposed Bank borders 655 acres of Louisiana Wildlife and Fisheries property on the north and west. This acreage has returned to its natural state. The Lonesome Dove Mitigation Area Bank consisting of 636 acres also borders the LW&F property and the proposed new Bank. These three tracts, totaling 1,748 acres of forestland, will be protected in perpetuity for extensive habitat for various wildlife and wetland resources.

III. GOALS AND OBJECTIVES

The ultimate objective is to re-establish G.D.E. Investments La., L.L.C. property, which is currently agricultural fields, into a sustainable bottomland hardwood forest. The purpose and goal of the Bank is to provide credits to clients in need of fulfilling their requirements for bottomland hardwood mitigation associated with Section 404 of the Clean Water Act.

IV. OWNERSHIP

This Bank is solely owned and managed by Greg D. Elliott.

V. BANK SIZE AND CLASSES OF WETLANDS

Mr. Elliott intends to restore and enhance 457.3 acres of Bottomland Forest that is presently classified as agricultural fields. (Figure 1) The new forest would blend in with the above-mentioned existing Bank, with the State property, and with 431 acres of forested land consisting of hardwoods and some mixed hardwoods and pines. (Figure 2) All croplands are prior converted wetlands. Included with this proposal is a U. S. Department of Agriculture Status Review form dated 2000, a Highly Erodible Land and Wetland Conservation Determination form dated 1988 and a jurisdictional determination on 272 acres performed by Mr. Gary Couret. (Attachments 1, 2 & 3)

VI. BASELINE CONDITIONS

a. Current land use

The property is currently used for agricultural purposes. It is and has been used to produce rice, crawfish, and other crops.

b. Existing Soils (figure 3)

Based on the soil survey of Evangeline Parish, the major soil type (approx. 90-95%) is Caddo-Messer Complex (Ca) and a small amount is Caddo-Messer Complex, undulating (CaB). About 5-8% comprises of Guyton silt loam, occasionally flooded (Gu). All of these soils are on the list of Louisiana Hydric soils. A description of each is listed below.

- Caddo-Messer Complex (Ca)-These nearly level, poorly drained and moderately well drained soils are in broad areas in the northwestern part of the parish. The wet Caddo soil makes up about 60 percent of the acreage, and the Messer soil 30 percent. Permeability and runoff are slow. Available water capacity is high.

- Caddo-Messer Complex, undulating (CaB)-These poorly drained and moderately well drained soils are in the northwestern part of the parish. The Caddo soil makes up about 40 percent of the acreage, and the Messer soil 35 percent.

- Guyton silt loam, occasionally flooded (Gu)-This soil is in depressions. It is wet for a long period after a rain. It is covered with as much as 1 foot of water for long periods during winter and spring.

c. Existing Hydrology

Surface water is removed from the proposed mitigation area via field ditches and drains into Bayou Marsh on the east side, and an unnamed drainage on the west side which flows into Beaver Creek which drains into Boggy Bayou which empties into Bayou Nezpique.

VII. GEOGRAPHIC SERVICE AREA

- Hydrologic Unit-USGS Cataloging Unit 08080201-Mermentau Headwaters is the primary service area for this proposed bank.

- Physiographic Region- Western Terraces

VIII. PROPOSED RESTORATION

The sponsor proposes to restore approximately 457.3 acres of bottomland hardwood forest from existing agricultural lands. This will be accomplished by the following two methods.

- Surface Hydrology restoration

Surface hydrology management would be achieved by removing all localized drains, field ditches, crop rows and/or levees. Levees will be plowed and leveled. Excess materials will be distributed in with the natural topography as best as possible.

- Proposed Vegetative Restoration

Restoration activities will be accomplished by preparing the site and planting appropriate tree seedlings as needed to fulfill compensatory mitigation requirements.

1. Depending on availability of seedlings, restored bottomland hardwoods shall consist of a combination of species as described below. If seedling availability results in a discrepancy of more than 5 percent for any given species, then NOD approval will be required to modify the plan.

BOTTOMLAND HARDWOODS

Hardmast Species (shall comprise 50 percent of stand)

Nuttall Oak (*Quercus nuttallii*) (20-25)
Overcup Oak (*Quercus lyrata*) (5-10)
Willow Oak (*Quercus phellos*) (15-20)
Sweet Pecan (*Carya illinoensis*) (10-15)
Bitter Pecan (*Carya aquatica*) (5-10)
Water Oak (*Quercus nigra*) (20-25)

Softmast Species

Green Ash (*Fraxinus pennsylvanica*) (15-20)
Common persimmon (*Diospyros virginiana*) (10-15)
Drummond Red Maple (*Acer rubrum* var. *drummondii*) (10-15)
Sweetgum (*Liquidambar styraciflua*) (5-10)
Sugarberry (*Celtis laevigata*) (5-10)
American elm (*Ulmus Americana*) (5-10)
Bald Cypress (*Taxodium distichum*) (5-10)
Mayhaw (*Crataegus opaca*) (5-10)
Water-locust (*Gleditsia aquatica*) (5-10)

2. Tracts which are to be planted during a given year will be prepared by mechanical or chemical means, controlled burning, or any combination thereof, depending on site conditions. Prior to planting, existing crop rows and furrows will be leveled so as to re-establish natural surface contours. Ditches which drain the mitigation area shall be plugged, backfilled and/or water control structures installed to provide hydrological conditions favorable to forested wetland restoration.

3. One to two year-old bare root seedlings 18 inches in length and possessing a minimum 3/8 inch root collar which have been properly handled to ensure viability will be planted in the prepared tract during the period of December 15 through March 15. (non-growing season)

4. Seedlings will be randomly planted on 12-foot spacings for a total initial stand density of at least 302 trees per acre.

5. After planting, the site will be maintained, on an as needed basis, by use of mechanical or chemical controls or some combination, thereof.

6. Fire lanes will be maintained around the perimeter of the planted tracts and the entire mitigation area until such time that adequate crown closure occurs.

7. The mitigation area will be monitored, managed and protected as described elsewhere in this agreement.

IX. FINANCIAL ASSURANCES

Financial assurances will be provided at the time deemed necessary by the New Orleans District (NOD). An escrow account will be established, the value of which will be determined during the development of the banking instrument.

X. MONITORING PLAN

A yearly report will be submitted over the life of the area. The report will consist of seedling/sapling mortality rates, species planted, invasive species control, etc. Permanent monitoring plots will be established, G.P.S. coordinates will be supplied or plots will be clearly marked to the satisfaction of the U. S. Department of the Army, Corps of Engineers.

XI. LONG TERM PROTECTION

A perpetual conservation servitude will be placed on the 457.3 acre project area to ensure long-term protection of all lands included in the bank. A conservation servitude is binding to and runs with the title of the property.

The servitude generally specifically prohibits activities such as dumping, filling, etc, that would reduce the quality of the wetlands. The easement will also specify permissive activities such as hunting, fishing, recreational use and mineral exploration given the activity does not negatively affect the functions and values of the restored wetlands.

Forest management within the conservation servitude could be allowed given that this activity is meant to maintain or improve the overall ecological function of the site. Any damaging impacts to the area from permissive activities will require permitting and subsequent mitigation for adverse impacts.

XII. ACCOUNTING PROCEDURES AND METHODS OF DETERMINING DEBITS AND CREDITS

G. D. E. Investments LA, L.L.C. will be responsible for keeping current ledger of all transactions for the G. D. E. Investments Mitigation Area. The ledger shall document the following.

- Name and permit number for each permit recipient who has contracted with the G.D.E. Investments LA, L.L.C. for mitigation

- Date contract was executed

- Acreage to be planted on behalf of each permit recipient

- Total acreage planted each year

- Map showing the approximate boundaries of the planted tract

G. D. E. Investments LA, L.L.C. shall normally submit this information to NOD by March 31 of each year.

G. D. E. Investments LA, L.L.C. will be analyzed by the Corps of Engineers, National Resources Conservation Service, US Department of Wildlife and Fisheries and other regulatory resource agencies to quantify the amount of available credits that are available in the proposed area. The method of determining debits and credits is a function of the Corps of Engineers and other regulatory resource agencies.

- All compensation ratios will be a one to one ratio of debits to credits unless otherwise specified by the Corps of Engineers or other regulatory agencies. If such a situation arises, G.D.E. Investments will honor the ratio of debits to credits as determined by the commenting agencies.

- Methods of determining the sale of credits to the potential clients will follow the request of the lead agency of the proposed project that incurred the debits. G.D.E. Investments will follow the protocol.

XIII. CONCLUSION

In summary, this 457.3-acre area has the potential to provide credit acres to clients in need of fulfilling their requirements for bottomland hardwood mitigation. In addition to the virtually completed Lonesome Dove Mitigation Bank, the La. Wildlife & Fisheries Marsh Bayou WMA, and the surrounding natural wetlands, this new area could increase the acreage of forestland of which 1,748 acres that will be protected in perpetuity. The restored wetlands will provide extensive habitat for various wildlife and wetland resources.

XIV. REFERENCES

Artview GIS 3.3-DOQQ data 1998

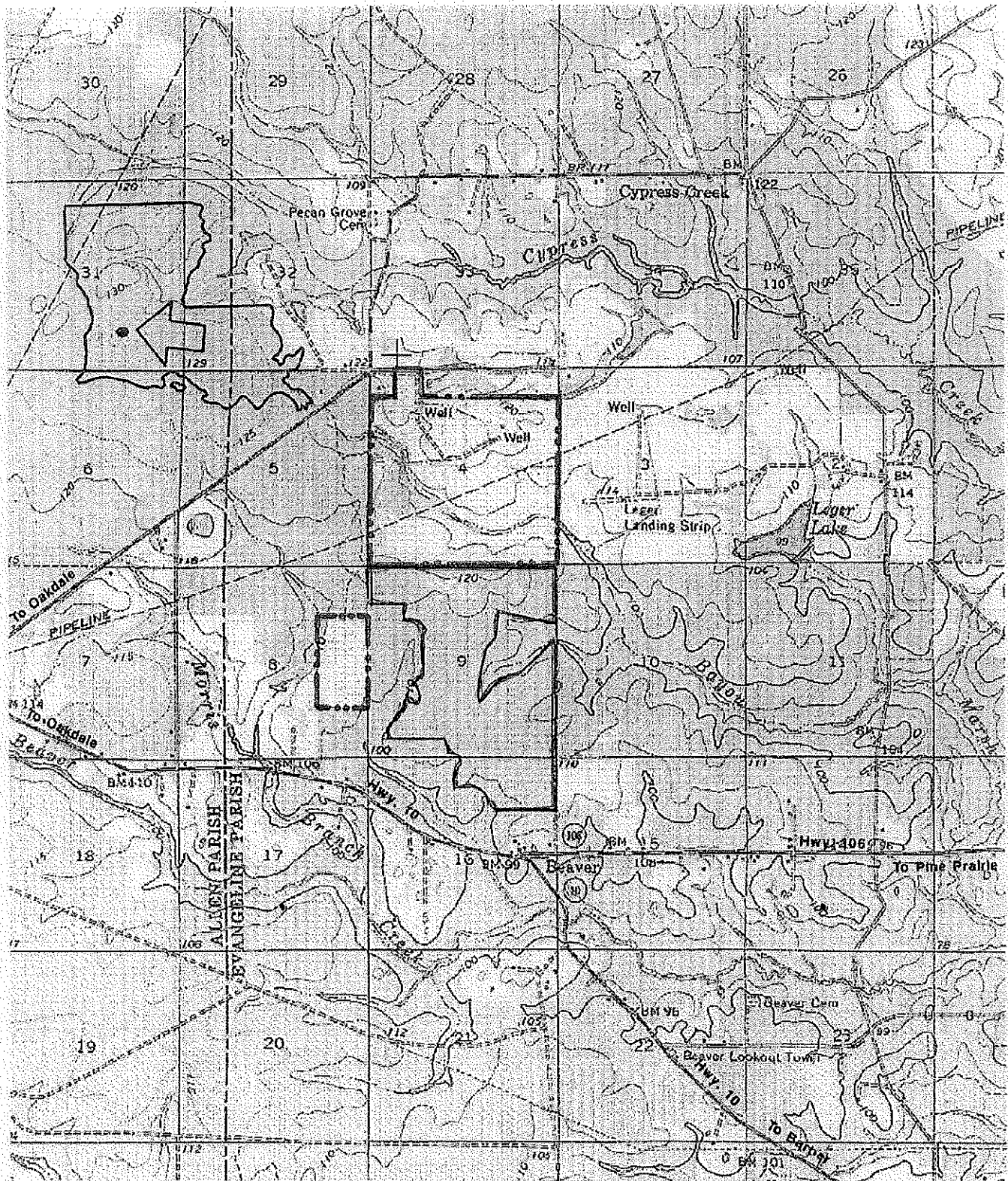
U. S. Department of Agriculture, Evangeline Parish Louisiana Soil Survey

Louisiana Department of Wildlife & Fisheries Website

MARSH BAYOU W.M.A.

Located in Section 4 & 8, Township 3 South -
Range 2 West, Evangeline Parish, La.

JULY, 2005



LOCATION MAP (figure 4)



SOIL SURVEY MAP (figure 3)



G.D.E. Investments LA., L.L.C.
Mitigation Bank

Figure 1.

□ Work Area Boundary

500 0 500 1000 Yards



United States Department of the Interior

FISH AND WILDLIFE SERVICE

646 Cajundome Blvd.

Suite 400

Lafayette, Louisiana 70506

July 10, 2006

Colonel Richard P. Wagenaar
Acting District Engineer
U.S. Army Corps of Engineers
Post Office Box 60267
New Orleans, Louisiana 70160-0267

Dear Colonel Wagenaar:

The U.S. Fish and Wildlife Service has reviewed Public Notice MVN-2005-2124-MJ, dated June 8, 2006. G.D.E. Investments LA, LLC, has requested a Department of the Army permit to re-establish 457.3 acres of forested wetlands. This restoration project is intended to provide compensatory mitigation for future wetlands losses resulting from Clean Water Act Section 404-permitted activities. The proposed work would occur approximately 5 miles west of Oakdale, in Evangeline Parish, Louisiana. This report is submitted in accordance with provisions of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.).

According to information provided in the Public Notice and the accompanying banking prospectus, existing rice levees will be plowed and leveled, and localized drains would be removed to restore hydrology. Once the hydrology is re-established, the site would be planted in native hardwood seedlings appropriate to site topographic and edaphic conditions.

The proposed restoration project would provide valuable habitat for a variety of wildlife species known to inhabit forested wetland ecosystems. Operation and management of the proposed mitigation bank would create future habitat for a variety of birds including resident and migratory songbirds, wading birds, raptors and woodpeckers. In addition, the site would be expected to support game mammals and furbearers. The restored forested wetlands would also provide other important wetland functions such as carbon sequestration, floodwater storage, and nutrient and sediment assimilation.

Based on the expected habitat benefits associated with the proposed bottomland hardwood restoration project, the Service supports the development of the G.D.E. Investments LA, LLC, Mitigation Bank. The above findings constitute the report of the Department of Interior. Please contact Patti Holland (337/291-3121) of this office if additional information is needed.

Sincerely,

Russell C. Watson

Supervisor

Louisiana Field Office

cc: EPA, Dallas, TX
LDWF, Baton Rouge, LA



"Ettinger, John F
MVN-Contractor"
<John.F.Ettinger@mvn02.usa
ce.army.mil>

10/04/2006 02:01 PM

To Tamara Mick/R6/USEPA/US@EPA

cc

bcc

Subject FW: G.D.E. Investments MB instrument

FYI

From: Ettinger, John F MVN-Contractor

Sent: Wednesday, October 04, 2006 2:02 PM

To: Barlow, James A MVN

Cc: Breaux, Brian W MVN; 'David_Soileau@fws.gov'; 'Patti_Holland@fws.gov';
'kbalkum@wlf.louisiana.gov'

Subject: RE: G.D.E. Investments MB instrument

James,

I have the following comments:

(1) It appears that the draft agreement erroneously refers to former silviculture lands to be included in the proposed bank. My understanding is that the bank is all prior converted cropland. If this is correct, please delete the references to silviculture lands. (I believe Patti has done this in her edited version.)

(2) We would recommend that the draft agreement contain the following clarifying sentence (in section C. 3. Long Term Criteria...):

"Timber harvests/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site."

(3) The agreement should include a credit release schedule. We would suggest using the schedule used for the Upper Bayou Folsom bank, which is as follows:

25% upon implementation of conservation servitude, issuance of permits...

25% upon initial planting...

20% after initial vegetated success criteria...

30% after 5-year criteria obtained...

Thanks for the opportunity to review and comment. Please let me know if you would like to discuss this.

John Ettinger
U.S. EPA Region 6
(504) 862-1119

From: Barlow, James A MVN

Sent: Friday, September 08, 2006 7:26 AM

To: Ettinger, John F MVN-Contractor; David_Soileau@fws.gov; Patti_Holland@fws.gov;
kbalkum@wlf.louisiana.gov

Cc: Breaux, Brian W MVN

Subject: G.D.E. Investments MB instrument

Attached is the rough draft of the banking instrument for the proposed G.D.E investments BLH bank in Evangeline Parish. Please review and provide comments. See if we can work within a 45-day time schedule. That would make comments due Oct 23?

James A. Barlow, Jr.

Environmental Resource Specialist

US Army Corps of Engineers

New Orleans District

(504) 862-2250



"Ettinger, John F
MVN-Contractor"
<John.F.Ettinger@mvn02.usa
ce.army.mil>

09/08/2006 10:16 AM

To Tamara Mick/R6/USEPA/US@EPA

cc

bcc

Subject FW: G.D.E. Investments MB instrument

FYI -- I plan to review.

From: Barlow, James A MVN

Sent: Friday, September 08, 2006 7:26 AM

To: Ettinger, John F MVN-Contractor; David_Soileau@fws.gov; Patti_Holland@fws.gov;
kbalkum@wlf.louisiana.gov

Cc: Breaux, Brian W MVN

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James A. Barlow, Jr.

Environmental Resource Specialist

US Army Corps of Engineers

New Orleans District

(504) 862-2250



GDF draft BI.doc

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight Landreneau", with a stylized, flowing script.

Dwight Landreneau
Secretary

kfb

c: Venise Ortego, Permits Coordinator
EPA
USFWS